

<i>SERFF Tracking Number:</i>	<i>ALLC-125687423</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allianz Life Insurance Company of North America</i>	<i>State Tracking Number:</i>	<i>39242</i>
<i>Company Tracking Number:</i>	<i>S40795 ET AL</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Vision/Connections Sept 2008</i>		
<i>Project Name/Number:</i>	<i>Vision/Connections Sept 2008/</i>		

Filing at a Glance

Company: Allianz Life Insurance Company of North America

Product Name: Vision/Connections Sept 2008 SERFF Tr Num: ALLC-125687423 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred SERFF Status: Closed State Tr Num: 39242
Variable

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: S40795 ET AL

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Mary Peterson, Patricia Evans

Disposition Date: 06/12/2008

Date Submitted: 06/09/2008

Disposition Status: Approved

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: Vision/Connections Sept 2008

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 06/12/2008

State Status Changed: 06/12/2008

Deemer Date:

Corresponding Filing Tracking Number: S40795 ET AL

Filing Description:

June 4, 2008

Re: INDIVIDUAL VARIABLE ANNUITY – NAIC #761-90611

S40795 – Lifetime Plus 10 Benefit Rider

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S40742-02 – Lifetime Plus Benefit Rider
S40761-01 – Lifetime Plus II Benefit Rider

Connections Contract Schedules

S40770 – Base Contract Schedule
S40771 – No Withdrawal Charge Contract Schedule
S40772 – Short Withdrawal Charge Contract Schedule
S40773 – Lifetime Plus 10 Benefit Rider Contract Schedule
S40774 – Target Date Retirement Benefit Rider Contract Schedule
S40775 – Lifetime Plus II Benefit Rider Contract Schedule

Vision Contract Schedules

S40776 – Base Contract Schedule
S40777 – Bonus Contract Schedule
S40778 – No Withdrawal Charge Contract Schedule
S40779 – Short Withdrawal Charge Contract Schedule
S40780 – Lifetime Plus Benefit Rider Contract Schedule
S40781 – Lifetime Plus II Benefit Rider Contract Schedule
S40782 – Lifetime Plus 10 Benefit Rider Contract Schedule
S40783 – Target Date Retirement Benefit Rider Contract Schedule

Investment Options Contract Schedules

S40796 – Investment Options Contract Schedule
S40788 – Lifetime Plus Benefit Investment Options Contract Schedule
S40789 – Target Date Retirement Benefit Investment Options Contract Schedule

S40747-DP-LP10 Contract Schedule Addendum (drop LP10B Rider)

F70031 – Vision Application
F70032 – Connections Application

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Please find the attached above referenced forms submitted for review. These forms are new and have never been issued. The contract forms (L40529 and L40530) affiliated with the forms referenced above will be sold through brokers in all markets and were approved by the Department on 2/12/2007, SERFF tracking number ALLC-125089175. The contract forms (L40529 and L40530) affiliated with the forms referenced above will not be sold on military bases. These forms are being filed concurrently in Minnesota, our state of domicile. The effective date will be determined by your approval.

These forms are submitted in final printed format except for slight font and formatting variations that may occur due to Allianz Life product printer configurations. Allianz Life takes care to assure that printer-based variations are minimized; however, should changes occur, such changes will not alter the content or meaning of any approved form.

Please note that the signatures of our officers historically shown on the applicable forms are no longer included in our filed forms. Signatures will be included on all contract forms when issued.

Lifetime Plus 10 Benefit Rider S40795 is an optional benefit that may be issued with contract forms L40529 and L40530, and may be issued with contracts approved in the future. The Lifetime Plus 10 Benefit will be offered to existing contracts and new issues. The maximum issue age for the Lifetime Plus 10 Benefit is age 80. In comparison to the previously approved Lifetime Plus II Benefit Rider, the additional charge for this option is the same (80 basis points for single payouts and 95 basis points for joint payouts). The Lifetime Plus 10 Benefit Rider has a 10% Annual Increase benefit that locks in the Contract Value on each Quarterly Anniversary and then increases it at 10% simple interest for 20 years. The 10% simple interest is calculated at 2.5% per quarter. The Lifetime Plus 10 Benefit option has been added to Application forms F70031 and F70032. The charge for this rider is shown in the Contract Schedule page.

Lifetime Plus Benefit Rider S40742-02 is intended to, upon its implementation, replace the previously approved form S40742-01 for issue with contracts L40529 and L40530. The primary change from the previously approved version was to add language with respect to cumulative withdrawals.

Lifetime Plus II Benefit Rider S40761-01 is intended to, upon its implementation, replace the previously approved form S40761 for issue with contracts L40529 and L40530. The primary change from the previously approved version was to add language with respect to cumulative withdrawals.

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The above referenced Contract Schedules are intended to replace previously approved Contract Schedules and Contract Schedule Addendums used with Contract forms L40529 and L40530, as well as those that may be approved in the future. All of the above Contract Schedules may be used with Contract form L40529, except for Contract Schedule S40777, which may only be used with Contract form L40530.

The following forms include the variables associated with the contracts previously mentioned. Please refer to the enclosed Statement of Variability for details.

Contract Schedule pages S40770 and S40776, depending on the product, will be issued if the owner does not select an optional withdrawal charge, e.g. No Withdrawal Charge, Short Withdrawal Charge.

Contract Schedule pages S40771 and S40778, depending on the product, will be issued if the owner selects the No Withdrawal Charge option.

Contract Schedule pages S40772 and S40779, depending on the product, will be issued if the owner selects the Short Withdrawal Charge option.

Contract Schedule page S40777 will be issued if the owner selects the Bonus option.

Contract Schedule pages S40775 and S40781, depending on the product, will be issued if the owner selects the Lifetime Plus II Benefit Rider.

Contract Schedule pages S40773 and S40782, depending on the product, will be issued if the owner selects the Lifetime Plus 10 Benefit Rider.

Contract Schedule pages S40774 and S40783, depending on the product, will be issued if the owner selects the Target Date Retirement Benefit Rider.

Contract Schedule page S40780 will be issued if the owner selects the Lifetime Plus Benefit Rider.

Contract Schedule page S40796 will be issued if the owner does not select a living benefit rider, e.g. Lifetime Plus 10

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Benefit Rider, Target Date Retirement Benefit Rider.

Contract Schedule page S40788 will be issued if the owner selects any of the lifetime plus benefit riders (Lifetime Plus Benefit Rider, Lifetime Plus II Benefit Rider, Lifetime Plus 10 Benefit Rider).

Contract Schedule page S40789 will be issued if the owner selects the Target Date Retirement Benefit Rider.

In light of the above descriptions of the contract schedules, an owner will be issued at least two schedule pages and possibly three if a living benefit rider is selected. One contract schedule is issued based on the withdrawal charge option selected, one contract schedule is issued based on the living benefit rider selected, and one contract schedule is issued based on the funds that are available with the aforementioned selected options.

Contract Schedule Addendum S40747-DP-LP10 will be issued if the owner decides to terminate the Lifetime Plus 10 Benefit.

Application F70031 is intended to be implemented at the same time that the Lifetime Plus 10 Benefit Rider is implemented, and will be issued with Contracts L40529 and L40530, as the [Vision] contract.

Application F70032 is intended to be implemented at the same time that the Lifetime Plus 10 Benefit Rider is implemented, and will be issued with Contracts L40529 and L40530, as the [Connections] contract.

To the best of our knowledge and belief, the above listed document conforms to all state statutes, insurance regulations, and department requirements.

Thank you for your consideration of this filing. If you have any questions, or if you need additional information to complete your review, please call me at 800.328.5601, extension 47135, send a fax to me at 763.765.6306, or send a note electronically to me at patricia.evans@Allianzlife.com.

Sincerely,

Patricia Evans

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Compliance Analyst

Company and Contact

Filing Contact Information

Patricia Evans, Compliance Analyst Patricia.Evans@Allianzlife.com
 5701 Golden Hills Drive (763) 765-7135 [Phone]
 Minneapolis, MN 55416 (763) 765-6306[FAX]

Filing Company Information

Allianz Life Insurance Company of North America CoCode: 90611 State of Domicile: Minnesota
 5701 Golden Hills Drive Group Code: 761 Company Type: 03
 Minneapolis, MN 55416-1297 Group Name: State ID Number:
 (800) 328-5601 ext. [Phone] FEIN Number: 41-1366075

Filing Fees

Fee Required? Yes
 Fee Amount: \$460.00
 Retaliatory? No
 Fee Explanation: 23 forms @ \$20/each
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allianz Life Insurance Company of North America	\$460.00	06/09/2008	20744693

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/12/2008	06/12/2008

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Disposition

Disposition Date: 06/12/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certificate of Readability		Yes
Form	Lifetime Plus 10 Benefit Rider		Yes
Form	Lifetime Plus Benefit Rider		Yes
Form	Lifetime Plus II Benefit Rider		Yes
Form	Contract Schedule		Yes
Form	Contract Schedule		Yes
Form	Contract Schedule		Yes
Form	Lifetime Plus 10 Benefit Contract Schedule		Yes
Form	Target Date Retirement Benefit Contract Schedule		Yes
Form	Lifetime Plus II Benefit Contract Schedule		Yes
Form	Contract Schedule		Yes
Form	Contract Schedule		Yes
Form	Contract Schedule		Yes
Form	Contract Schedule		Yes
Form	Lifetime Plus Benefit Contract Schedule		Yes
Form	Lifetime Plus II Benefit Contract Schedule		Yes
Form	Lifetime Plus 10 Benefit Contract Schedule		Yes
Form	Target Date Retirement Benefit Contract Schedule		Yes
Form	Investment Options Contract Schedule		Yes
Form	Lifetime Plus Benefit Investment Options Contract Schedule		Yes
Form	Target Date Retirement Benefit Investment Options Contract Schedule		Yes
Form	Contract Schedule Addendum		Yes

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Form	Allianz Vision Application	Yes
Form	Allianz Connections Application	Yes

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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: Vision/Connections Sept 2008

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Form Schedule

Lead Form Number: S40795

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	S40795	Certificate	Lifetime Plus 10 Amendmen Benefit Rider t, Insert Page, Endorseme nt or Rider	Initial		53	S40795.pdf
	S40742-02	Certificate	Lifetime Plus Benefit Amendmen Rider t, Insert Page, Endorseme nt or Rider	Initial		50	S40742-02.pdf
	S40761-01	Certificate	Lifetime Plus II Amendmen Benefit Rider t, Insert Page, Endorseme nt or Rider	Initial		51	S40761-01.pdf
	S40770	Schedule	Contract Schedule Pages	Initial		50	S40770.pdf
	S40771	Schedule	Contract Schedule Pages	Initial		50	S40771.pdf
	S40772	Schedule	Contract Schedule Pages	Initial		50	S40772.pdf
	S40773	Schedule	Lifetime Plus 10 Pages Benefit Contract Schedule	Initial		50	S40773.pdf
	S40774	Schedule	Target Date Pages Retirement Benefit Contract Schedule	Initial		50	S40774.pdf
	S40775	Schedule	Lifetime Plus II	Initial		50	S40775.pdf

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	Pages	Benefit Contract Schedule			
S40776	Schedule Pages	Contract Schedule	Initial	50	S40776.pdf
S40777	Schedule Pages	Contract Schedule	Initial	50	S40777.pdf
S40778	Schedule Pages	Contract Schedule	Initial	50	S40778.pdf
S40779	Schedule Pages	Contract Schedule	Initial	50	S40779.pdf
S40780	Schedule Pages	Lifetime Plus Benefit Contract Schedule	Initial	50	S40780.pdf
S40781	Schedule Pages	Lifetime Plus II Benefit Contract Schedule	Initial	50	S40781.pdf
S40782	Schedule Pages	Lifetime Plus 10 Benefit Contract Schedule	Initial	50	S40782.pdf
S40783	Schedule Pages	Target Date Retirement Benefit Contract Schedule	Initial	50	S40783.pdf
S40796	Schedule Pages	Investment Options Contract Schedule	Initial	50	S40796.pdf
S40788	Schedule Pages	Lifetime Plus Benefit Investment Options Contract Schedule	Initial	50	S40788.pdf
S40789	Schedule Pages	Target Date Retirement Benefit Investment Options Contract Schedule	Initial	50	S40789.pdf
S40747-DP-LP10	Schedule Pages	Contract Schedule Addendum	Initial	50	S40747-DP-LP10.pdf
F70031	Application/ Enrollment Form	Allianz Vision Application	Initial	50	F70031.pdf
F70032	Application/ Enrollment	Allianz Connections Application	Initial	50	F70032.pdf

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Form

LIFETIME PLUS 10 BENEFIT RIDER

The Lifetime Plus 10 Benefit is designed to provide a payment stream for life.

This rider forms a part of the Base Contract to which it is attached and is effective as of the Rider Effective Date. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract or are added in this rider. This rider terminates as indicated under the "Conditions for Termination of the Lifetime Plus 10 Benefit Rider" section.

DEFINITIONS

Definitions	Definitions specific to this rider that are not in the Base Contract follow.
10% Annual Increase	A calculation we use in determining the Benefit Base under the Lifetime Plus 10 Benefit.
Base Contract	The contract to which this rider is attached.
Benefit Anniversary	A 12-month anniversary of the Benefit Date.
Benefit Date	The date you exercise the Lifetime Plus 10 Benefit and Lifetime Plus Payments begin. It is also the date we first establish the maximum Lifetime Plus Payment.
Benefit Year	Any period of 12 months commencing with the Benefit Date and each Benefit Anniversary thereafter.
Covered Person(s)	<p>The person(s) on whose lives we base Lifetime Plus Payments. We determine the Covered Person(s) on the Rider Effective Date.</p> <p>For single Lifetime Plus Payments.</p> <ul style="list-style-type: none">(a) If the contract is solely owned, the Covered Person is the Owner.(b) If the contract is owned by a non-individual, the Covered Person is the Annuitant.(c) If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the Lifetime Plus 10 Benefit to your contract. The maximum age is shown on the Contract Schedule. <p>For joint Lifetime Plus Payments, you and your spouse are the Covered Persons.</p> <p>For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:</p> <ul style="list-style-type: none">(a) spouses must be Joint Owners; or(b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or(c) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary. <p>For joint Lifetime Plus Payments under contracts that are qualified under the tax code:</p> <ul style="list-style-type: none">(a) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary; or(b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or(c) if we require a non-individual owner to be the beneficiary, then one spouse must be the Annuitant and the other spouse must be the sole contingent Beneficiary solely for the purpose of determining the Lifetime Plus Payment. <p>Spouses must qualify as such under federal law until the Lifetime Plus 10 Benefit terminates. If at any time before the Lifetime Plus 10 Benefit terminates you are no longer spouses you must send us notice.</p>

DEFINITIONS (continued)

Covered Person(s) (continued)

A person no longer qualifies as a Covered Person and is removed from the contract if that person is no longer an Owner, Joint Owner, Annuitant, or Beneficiary as required above.

After we issue the Lifetime Plus 10 Benefit you cannot add or replace a Covered Person. You can remove a Covered Person if you select joint Lifetime Plus Payments. You can only make this change once.

Before the Benefit Date, you can request the removal of a Covered Person within 30 days before a Contract Anniversary by completing the appropriate form. After the Benefit Date you can request the removal of a Covered Person within 30 days before a Benefit Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or Benefit Anniversary if applicable, that occurs immediately after we receive your request in good order at our Service Center. If the Contract Anniversary or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.

If you remove a Covered Person from your contract, we change the additional Mortality and Expense Risk (M&E) Charge for joint Lifetime Plus Payments to the additional M&E Charge for single Lifetime Plus Payments that is in effect for newly issued contracts as of the date we process your request if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E Charge differs from the current additional M&E Charge you are paying. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single Lifetime Plus Payments that is shown on the Contract Schedule. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the day we process your request remains the same.

If you remove a Covered Person after the Benefit Date we compare your current annual maximum Lifetime Plus Payment to a payment based on the appropriate age-based percentage for single Lifetime Plus Payments for the remaining Covered Person's current age and the current Contract Value as of the Benefit Anniversary that we process your removal request. The age-based payment percentage(s) and age band(s) for single Lifetime Plus Payments are shown on the Contract Schedule. If the payment based on the appropriate age-based percentage for the remaining Covered Person's current age and the current Contract Value is greater, we increase your annual maximum Lifetime Plus Payment to this new amount.

Joint Lifetime Plus Payments may not be available for some contracts that are owned by a non-individual.

Cumulative Withdrawal Value

If you choose to take less than the maximum Lifetime Plus Payment you are entitled to, the difference between the maximum Lifetime Plus Payment and the actual Lifetime Plus Payment you received is available for withdrawal at any time. The Cumulative Withdrawal Value is not available to your Beneficiary upon death.

Cumulative Withdrawals

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is less than or equal to the Cumulative Withdrawal Value. Cumulative Withdrawals are not subject to a withdrawal charge and do not reduce any future Lifetime Plus Payments. However, Cumulative Withdrawals reduce the Contract Value, the Cumulative Withdrawal Value, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

Excess Withdrawal

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is greater than the Cumulative Withdrawal Value. An Excess Withdrawal is subject to a withdrawal charge and reduces the Contract Value, future Lifetime Plus Payments, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

DEFINITIONS (continued)

Lifetime Plus Payment	The payment we make to you under the Lifetime Plus 10 Benefit.
Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Issue Date or any Contract Anniversary. Quarterly Anniversaries also include Contract Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Quarterly Anniversary Value	A calculation we use in determining the Benefit Base under the Lifetime Plus 10 Benefit.

LIFETIME PLUS 10 BENEFIT

Exercising the Lifetime Plus 10 Benefit	<p>To begin receiving Lifetime Plus Payments, all Covered Person(s) must meet the age restrictions shown on the Contract Schedule on the Benefit Date and we must receive a Lifetime Plus Payment election form at our Service Center. Lifetime Plus Payments begin on the Benefit Date.</p> <p>If you begin receiving Lifetime Plus Payments, then beginning on the Benefit Date, the following applies.</p> <ul style="list-style-type: none">(a) Partial Annuitizations are no longer available.(b) You can no longer make additional Purchase Payments to the contract.(c) The free withdrawal privilege is no longer available to you.(d) You can only change the ownership of the Base Contract if you selected joint Lifetime Plus Payments, and:<ul style="list-style-type: none">1) an Owner dies, and the spouse continues the contract; or2) you remove a Covered Person from the Base Contract who is also an Owner. In this case the remaining Covered Person must become the new sole Owner.(e) The additional M&E Charge for the Lifetime Plus 10 Benefit continues until the Lifetime Plus 10 Benefit terminates or the Contract Value is reduced to zero.(f) If you have the Quarterly Value Death Benefit Rider, the additional M&E Charge for the Quarterly Value Death Benefit continues as long as the Quarterly Value Death Benefit is greater than zero.(g) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable, proportionately by the percentage of Contract Value withdrawn.(h) The Contract Value continues to fluctuate as a result of market performance.(i) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Contract Value on a dollar for dollar basis.
Lifetime Plus Payments	<p>We base the initial annual maximum Lifetime Plus Payment on the Benefit Base and the age band percentage of the Covered Person, or younger Covered Person if you select joint Lifetime Plus Payments. The age band percentages for both single and joint annual maximum Lifetime Plus Payments are shown on the Contract Schedule.</p> <p>On the Benefit Date and on each subsequent Benefit Anniversary, you may request to receive less than the annual maximum Lifetime Plus Payment by completing the appropriate form within 30 days before the Benefit Date or before a Benefit Anniversary. We process your request on the Benefit Date or on the Benefit Anniversary that occurs immediately after we receive your request in good order at our Service Center. If the Benefit Date or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.</p>

LIFETIME PLUS 10 BENEFIT (continued)

Lifetime Plus Payments (continued)

The amount you request to receive is the annual actual Lifetime Plus Payment. Lifetime Plus Payments are not subject to a withdrawal charge.

On the Benefit Date and on each subsequent Benefit Anniversary, each maximum and actual Lifetime Plus Payment for the Benefit Year is equal to the annual maximum and actual Lifetime Plus Payment divided by the number of payments you selected to receive each year.

Each maximum Lifetime Plus Payment must meet the minimum shown on the Contract Schedule. Each actual Lifetime Plus Payment must either be zero or meet the minimum shown on the Contract Schedule. If the Lifetime Plus Payment date does not fall on a Business Day, we make the payment to you on the next Business Day.

While your Contract Value is positive, you can change the frequency and/or amount of Lifetime Plus Payments on each Benefit Anniversary for the following Benefit Year. You must provide notice of any requested change to the frequency and/or amount of your Lifetime Plus Payment to our Service Center at least 30 days before the Benefit Anniversary. We change the payment frequency and/or amount on the Benefit Anniversary and the change remains in effect until the Benefit Anniversary you request another change to your Lifetime Plus Payments. You cannot change the frequency or amount of Lifetime Plus Payments on or after your Contract Value is reduced to zero.

If you take less than the maximum Lifetime Plus Payment, for each Lifetime Plus Payment we add the difference of the maximum Lifetime Plus Payment minus the actual Lifetime Plus Payment to the Cumulative Withdrawal Value.

If you take a withdrawal while you are receiving Lifetime Plus Payments, any portion that is less than or equal to the Cumulative Withdrawal Value is a Cumulative Withdrawal, and any portion that is greater than the Cumulative Withdrawal Value is an Excess Withdrawal.

You may take all or a portion of the Cumulative Withdrawal Value at any time. A Cumulative Withdrawal reduces the Contract Value and the Cumulative Withdrawal Value on a dollar for dollar basis.

Any Excess Withdrawal reduces your annual maximum and annual actual Lifetime Plus Payment proportionately by the percentage of Contract Value withdrawn, including any withdrawal charge, on the Benefit Anniversary following the Excess Withdrawal. If you take an Excess Withdrawal that reduces your actual Lifetime Plus Payment so that it fails to meet the minimum shown on the Contract Schedule, and we cannot restructure your actual Lifetime Plus Payment to meet this minimum, you must take an Excess Withdrawal of the entire Contract Value. Lifetime Plus Payments then stop, and the Lifetime Plus 10 Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

We deduct each actual Lifetime Plus Payment, each Cumulative Withdrawal, and any Excess Withdrawal, including any withdrawal charge, proportionately from the Investment Options. We continue to allocate the Contract Value among the Investment Options according to your instructions while the Contract Value is positive. You can continue to make transfers between the Investment Options while the Contract Value is positive subject to the provisions set out in the Transfers section of the Base Contract and in the Asset Allocation Rider.

When a Lifetime Plus Payment is due, if the Contract Value is positive, but less than the actual Lifetime Plus Payment, we credit your Contract Value with (a) – (b), where:

(a) is the actual Lifetime Plus Payment, and

(b) is the Contract Value immediately before we make the actual Lifetime Plus Payment.

We then make the actual Lifetime Plus Payment and reduce the Contract Value to zero.

LIFETIME PLUS 10 BENEFIT (continued)

Lifetime Plus Payments (continued)

If your Contract Value is reduced to zero for any reason other than an Excess Withdrawal while the Lifetime Plus 10 Benefit is in effect:

- (a) we pay any remaining Cumulative Withdrawal Value in a single payment;
- (b) you can no longer request to receive less than the maximum Lifetime Plus Payment;
- (c) you can no longer change the frequency of the Lifetime Plus Payments; and
- (d) you receive the maximum Lifetime Plus Payment at the frequency you previously selected, as follows.
 - (i) For single Lifetime Plus Payments where the Contract is solely owned or owned by a non-individual, Lifetime Plus Payments continue until the death of the Covered Person.
 - (ii) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, Lifetime Plus Payments continue until the death of any Joint Owner.
 - (iii) For single Lifetime Plus Payments where the contract is jointly owned by spouses, Lifetime Plus Payments continue until the death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, Lifetime Plus Payments continue until the death of the surviving Covered Person.
 - (iv) For joint Lifetime Plus Payments, Lifetime Plus Payments continue until the deaths of both Covered Persons. Upon the death of an Owner who was also a Covered Person, or the death of the Annuitant who was also a Covered Person, if the surviving spouse continues the contract Lifetime Plus Payments continue at 100% of the amount that we were paying when both Covered Persons were alive. If, instead, the surviving spouse receives the death benefit, then Lifetime Plus Payments stop.

If you take an Excess Withdrawal of the entire Contract Value while you are receiving Lifetime Plus Payments, we pay you any remaining Cumulative Withdrawal Value in a single Cumulative Withdrawal payment, Lifetime Plus Payments stop, and the Lifetime Plus 10 Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

On or after the Benefit Date, you cannot terminate your Lifetime Plus Payments except by:

- (a) taking an Excess Withdrawal of the entire remaining Contract Value; or
- (b) requesting Annuity Payments under a Full Annuitization based on the greater of the entire remaining Contract Value or the Cumulative Withdrawal Value. The Annuity Payments must meet the minimum shown on the Contract Schedule.

The Benefit Base

You can only access the Benefit Base by taking single or joint Lifetime Plus Payments.

On the Benefit Date, the Benefit Base is equal to the greatest of:

- (a) the Contract Value; or
- (b) the Quarterly Anniversary Value; or
- (c) the 10% Annual Increase.

After the Benefit Date, we no longer calculate the Quarterly Anniversary Value or the 10% Annual Increase, and they cease to exist.

Automatic Annual Payment Increases to the Lifetime Plus Payments

Beginning on the Benefit Date, your Lifetime Plus Payment only increases through the automatic annual payment increase feature. We apply any annual payment increase on each Benefit Anniversary after the Benefit Date. Annual Payment increases are only available before the older Covered Person's 91st birthday.

On each Benefit Anniversary, if you took the entire annual maximum Lifetime Plus Payment during the previous year (either as Lifetime Plus Payments or Cumulative Withdrawals), you receive an increase to your Lifetime Plus Payment if the Contract Value on the current Benefit Anniversary is greater than the Contract Value from the previous Benefit Anniversary. If the Contract Value has increased we calculate the percentage of growth between these two Contract Values and increase your annual maximum Lifetime Plus Payment by this percentage.

LIFETIME PLUS 10 BENEFIT (continued)

Automatic Annual Payment Increases to the Lifetime Plus Payments (continued)

On each Benefit Anniversary, regardless of whether or not you take the entire annual maximum Lifetime Plus Payment during the previous year, you receive an increase to your Lifetime Plus Payment if the age-based percentage for the current age of the Covered Person, or younger Covered Person in the case of joint Lifetime Plus Payments, multiplied by the Contract Value as of the Benefit Anniversary results in a higher annual maximum Lifetime Plus Payment.

If you requested a dollar amount that is less than the maximum Lifetime Plus Payment, any automatic annual payment increase does not increase the actual Lifetime Plus Payment. If you requested a percentage of less than 100% of the maximum Lifetime Plus Payment, any automatic annual payment increase increases the actual Lifetime Plus Payment, but does not increase the requested percentage.

Automatic annual payment increases are no longer available when your Contract Value is reduced to zero.

If we apply an annual payment increase to your annual maximum Lifetime Plus Payment, we reserve the right to change the additional M&E Charge for the Lifetime Plus 10 Benefit on every fifth Benefit Anniversary. We can only make this change 60 days after any fifth Benefit Anniversary if you received an annual payment increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries.

If you have not received an increase to your annual maximum Lifetime Plus Payment on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we do not change the additional M&E Charge for the Lifetime Plus 10 Benefit. If you received an increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we change the additional M&E Charge for single or joint Lifetime Plus Payments to the additional M&E Charge that is in effect for a newly issued contract as of the most recent fifth Benefit Anniversary if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E charge differs from the current additional M&E Charge you are paying.

We make any change as of the 60th day after the most recent fifth Benefit Anniversary, or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we make the change and send you a confirmation letter.

If this change increases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline the increase. If you decline the increase:

- (a) you no longer receive annual payment increases to your annual maximum Lifetime Plus Payments; and
- (b) your annual maximum Lifetime Plus Payment amount equals the annual maximum amount that we established on the most recent fifth Benefit Anniversary. Your annual maximum Lifetime Plus Payments do not change until the Lifetime Plus 10 Benefit terminates, unless you take an Excess Withdrawal.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus 10 Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments shown on the Contract Schedule.

ANNUITY PROVISIONS

Annuitization

If you take a Partial Annuitization of the Base Contract at any time before the latest Income Date specified in Base Contract, we determine your Annuity Payments in accordance with the terms of the Base Contract. If you take a Full Annuitization of the Base Contract at any time before the latest Income Date specified in the Base Contract, we determine your Annuity Payments based on the greater of the Contract Value or the Cumulative Withdrawal Value. We do not use the Benefit Base for Lifetime Plus Payments in determining any Annuity Payments.

If on the latest Income Date specified in the Base Contract, or on such subsequent date as may be authorized by us at our discretion, you have begun receiving Lifetime Plus Payments, your Contract Value is positive and you choose to take fixed Annuity Payments as a Full Annuitization of the Base Contract under either Annuity Option 1 or 3, we make the following guarantees. However, if on the latest Income Date you select any other Annuity Option, or if you choose variable Annuity Payments, these guarantees will not apply. You will not be required to take a Full Annuitization on the latest Income Date if your Contract Value has been reduced to zero.

If you selected single Lifetime Plus Payments and you choose **Annuity Option 1 - Life Annuity** where the sole Annuitant is the sole Covered Person, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 1 annual payment based on the terms of the Base Contract; or
- (b) the Option 1 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

If you selected joint Lifetime Plus Payments and you choose **Annuity Option 3 - Joint and Last Survivor Life Annuity** with payments to continue at a level of 100% to the surviving Joint Annuitant and both Joint Annuitants are the Joint Covered Persons, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 3 annual payment based on the terms of the Base Contract; or
- (b) the Option 3 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

In addition, if on the latest Income Date the current annual maximum Lifetime Plus Payment is greater than the fixed Annuity Payments based on the terms of the Base Contract, we send you any remaining Cumulative Withdrawal Value.

The Annuity Payments must meet the minimum shown on the Contract Schedule.

An annuitization as referred to in the above paragraphs shall result in the termination of the death benefit.

QUARTERLY ANNIVERSARY VALUE

Quarterly Anniversary Value

We only calculate the Quarterly Anniversary Value before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the Quarterly Anniversary Value ceases to exist and the Lifetime Plus 10 Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, the Quarterly Anniversary Value on the Issue Date is equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, the Quarterly Anniversary Value on the Rider Effective Date is equal to the Contract Value on that date.

On each Business Day we:

- (a) increase the Quarterly Anniversary Value by the amount of any additional Purchase Payments received that day; and
- (b) reduce the Quarterly Anniversary Value proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

We then process any increase or decrease to the Quarterly Anniversary Value due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary, after we do the following calculation. On each Quarterly Anniversary, the Quarterly Anniversary Value is equal to the greater of its value on the immediately preceding Business Day, or the Contract Value as of that Quarterly Anniversary.

10% ANNUAL INCREASE

10% Annual Increase and the Increase Base

We only calculate the 10% Annual Increase and the Increase Base before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the 10% Annual Increase and the Increase Base cease to exist and the Lifetime Plus 10 Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, both the 10% Annual Increase and the Increase Base on the Issue Date are equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, both the 10% Annual Increase and the Increase Base on the Rider Effective Date are equal to the Contract Value as of the Rider Effective Date.

On each Business Day, we:

- (a) increase both the 10% Annual Increase and the Increase Base by the amount of any additional Purchase Payments received that day; and
- (b) reduce both the 10% Annual Increase and the Increase Base proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

On each Quarterly Anniversary on or before the 20th Contract Anniversary (or, if applicable, on or before the 20th Contract Anniversary that occurs after the Rider Effective Date or after a reset anniversary, as applicable), the 10% Annual Increase is equal to (a) + 0.025 ((b) – (c)), where:

- (a) = the 10% Annual Increase as of the immediately preceding Business Day.
- (b) = the Increase Base as of the immediately preceding Business Day.
- (c) = Purchase Payments received on or after the previous Quarterly Anniversary. If the Rider Effective Date is the Issue Date, then on the first Quarterly Anniversary we exclude any Purchase Payments received before the first Quarterly Anniversary. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

10% ANNUAL INCREASE (continued)

10% Annual Increase and the Increase Base (continued)

We then process any increase or decrease to the 10% Annual Increase and the Increase Base due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary. Lastly, we compare the 10% Annual Increase to the Contract Value to determine if we reset the 10% Annual Increase and the Increase Base.

Automatic Resets of the 10% Annual Increase and the Increase Base

On each Quarterly Anniversary before the older Covered Person's 91st birthday and before the Benefit Date, we automatically reset both your 10% Annual Increase and your Increase Base to equal the Contract Value if the Contract Value is greater than the 10% Annual Increase we just calculated.

If you receive an automatic reset, we reserve the right to change the additional M&E charge for the single or joint Lifetime Plus 10 Benefit to the additional M&E charge that is in effect for a newly issued Contract as of the reset anniversary if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E charge differs from the current additional M&E Charge you are paying. We do not change the additional M&E charge for the Lifetime Plus 10 Benefit if you have not received a reset to the 10% Annual Increase or the Increase Base during the previous Contract Year.

We make any change as of the 60th day after the Contract Anniversary or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E charge, then we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we make the change and send you a confirmation letter.

If this change increases the additional M&E charge for the Lifetime Plus 10 Benefit, then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline that increase. If you decline the increase you retain your current 10% Annual Increase, but you are no longer eligible to receive automatic resets.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus 10 Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments shown on the Contract Schedule.

Automatic resets of the 10% Annual Increase and the Increase Base are no longer available:

- (a) on or after the older Covered Person's 91st birthday;
- (b) on or after the Benefit Date that you begin receiving Lifetime Plus Payments; or
- (c) on or after the Income Date that you take a Full Annuitization.

GENERAL PROVISIONS

Removing the Lifetime Plus 10 Benefit Rider from Your Contract

After the Rider Effective Date, you can remove the Lifetime Plus 10 Benefit Rider from the contract at any time before the Benefit Date. You can request the removal of the rider within 30 days before a Contract Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or on the next Business Day if the Contract Anniversary is not a Business Day, that occurs immediately after we receive your request in good order at our Service Center. We call this date the Rider Termination Date and it is shown on the Contract Schedule Addendum.

If you remove the Lifetime Plus 10 Benefit from your contract, we no longer assess the additional M&E Charge for the Lifetime Plus 10 Benefit as of the Rider Termination Date. Because we decrease the M&E Charge, we adjust the number of Accumulation Units so that the Contract Value on the Rider Termination Date remains the same.

If you remove the Lifetime Plus 10 Benefit from the contract, it is no longer available for future selection.

Conditions for Termination of the Lifetime Plus 10 Benefit

Before the Benefit Date, the Lifetime Plus 10 Benefit terminates upon the earliest of the following.

- (a) The Rider Termination Date if you remove the Lifetime Plus 10 Benefit from the contract.
- (b) The date of death of all Covered Persons.
- (c) The older Covered Person's 91st birthday.
- (d) The Business Day before the Income Date that you take a Full Annuitization.
- (e) The Business Day we process your request for a full withdrawal.
- (f) The Business Day that the Base Contract terminates.

On or after the Benefit Date that you begin receiving Lifetime Plus Payments, the Lifetime Plus 10 Benefit terminates upon the earliest of the following.

- (a) The Business Day you take an Excess Withdrawal of the entire Contract Value. If you take an Excess Withdrawal that reduces Lifetime Plus Payments to a level where we are unable to structure the Lifetime Plus Payment so that it is at least the minimum shown on the Contract Schedule, you must take an Excess Withdrawal of the entire Contract Value.
- (b) The Business Day before the Income Date that you take a Full Annuitization.
- (c) For single Lifetime Plus Payments where the contract is solely owned or owned by a non-individual, the date of death of the Covered Person.
- (d) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, the date of death of any Joint Owner.
- (e) For single Lifetime Plus Payments where the contract is jointly owned by spouses, the date of death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, the Lifetime Plus 10 Benefit terminates on the date of death of the Covered Person.
- (f) For joint Lifetime Plus Payments, the date of death of both Covered Persons. If upon the death of one Covered Person, the surviving spouse, who is also a Covered Person, selects to receive the death benefit, then Lifetime Plus Payments stop and the Lifetime Plus 10 Benefit terminates as of the end of the Business Day during which we receive in good order at the Service Center both due proof of death and an election of the death benefit payment option.
- (g) The Business Day that the Base Contract terminates.

Rider Charge

The additional M&E Charge for this rider is shown on the Contract Schedule.

In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Cynthia L. Pevehouse
Secretary

Gary Bhojwani
President

]

LIFETIME PLUS BENEFIT RIDER

The Lifetime Plus Benefit is designed to provide a payment stream for life.

This rider forms a part of the Base Contract to which it is attached and is effective as of the Rider Effective Date. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract or are added in this rider. This rider terminates as indicated under the "Conditions for Termination of the Lifetime Plus Benefit Rider" section.

DEFINITIONS

Definitions	Definitions specific to this rider that are not in the Base Contract follow.
5% Annual Increase	A calculation we use in determining the Benefit Base under the Lifetime Plus Benefit.
5% Annual Increase Cap	A calculation we use in determining the maximum amount that we increase the Benefit Base under the Lifetime Plus Benefit.
Base Contract	The contract to which this rider is attached.
Benefit Anniversary	A 12-month anniversary of the Benefit Date.
Benefit Date	The date you exercise the Lifetime Plus Benefit and Lifetime Plus Payments begin. It is also the date we first establish the maximum Lifetime Plus Payment.
Benefit Year	Any period of 12 months commencing with the Benefit Date and each Benefit Anniversary thereafter.
Covered Person(s)	<p>The person(s) on whose lives we base Lifetime Plus Payments. We determine the Covered Person(s) on the Rider Effective Date.</p> <p>For single Lifetime Plus Payments.</p> <ul style="list-style-type: none">(a) If the contract is solely owned, the Covered Person is the Owner.(b) If the contract is owned by a non-individual, the Covered Person is the Annuitant.(c) If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the Lifetime Plus Benefit to your contract. The maximum age is shown on the Contract Schedule. <p>For joint Lifetime Plus Payments, you and your spouse are the Covered Persons.</p> <p>For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:</p> <ul style="list-style-type: none">(a) spouses must be Joint Owners; or(b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or(c) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary. <p>For joint Lifetime Plus Payments under contracts that are qualified under the tax code:</p> <ul style="list-style-type: none">(a) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary; or(b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or(c) if we require a non-individual owner to be the beneficiary, then one spouse must be the Annuitant and the other spouse must be the sole contingent Beneficiary solely for the purpose of determining the Lifetime Plus Payment. <p>Spouses must qualify as such under federal law until the Lifetime Plus Benefit terminates. If at any time before the Lifetime Plus Benefit terminates you are no longer spouses you must send us notice.</p>

DEFINITIONS (continued)

Covered Person(s) (continued)

A person no longer qualifies as a Covered Person and is removed from the contract if that person is no longer an Owner, Joint Owner, Annuitant, or Beneficiary as required above.

After we issue the Lifetime Plus Benefit you cannot add or replace a Covered Person. You can remove a Covered Person if you select joint Lifetime Plus Payments. You can only make this change once.

Before the Benefit Date, you can request the removal of a Covered Person within 30 days before a Contract Anniversary by completing the appropriate form. After the Benefit Date you can request the removal of a Covered Person within 30 days before a Benefit Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or Benefit Anniversary if applicable, that occurs immediately after we receive your request in good order at our Service Center. If the Contract Anniversary or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.

If you remove a Covered Person from your contract, we change the additional Mortality and Expense Risk (M&E) Charge for joint Lifetime Plus Payments to the additional M&E Charge for single Lifetime Plus Payments that is in effect for newly issued contracts as of the date we process your request if we are still offering the Lifetime Plus Benefit. However, if we are no longer offering the Lifetime Plus Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E Charge differs from the current additional M&E Charge you are paying. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single Lifetime Plus Payments that is shown on the Contract Schedule. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the day we process your request remains the same.

If you remove a Covered Person after the Benefit Date we compare your current annual maximum Lifetime Plus Payment to a payment based on the appropriate age-based percentage for single Lifetime Plus Payments for the remaining Covered Person's current age and the current Contract Value as of the Benefit Anniversary that we process your removal request. The age-based payment percentage(s) and age band(s) for single Lifetime Plus Payments are shown on the Contract Schedule. If the payment based on the appropriate age-based percentage for the remaining Covered Person's current age and the current Contract Value is greater, we increase your annual maximum Lifetime Plus Payment to this new amount.

Joint Lifetime Plus Payments may not be available for some contracts that are owned by a non-individual.

Cumulative Withdrawal Value

If you choose to take less than the maximum Lifetime Plus Payment you are entitled to, the difference between the maximum Lifetime Plus Payment and the actual Lifetime Plus Payment you received is available for withdrawal at any time. The Cumulative Withdrawal Value is not available to your Beneficiary upon death.

Cumulative Withdrawals

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is less than or equal to the Cumulative Withdrawal Value. Cumulative Withdrawals are not subject to a withdrawal charge and do not reduce any future Lifetime Plus Payments. However, Cumulative Withdrawals reduce the Contract Value, the Cumulative Withdrawal Value, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

Excess Withdrawal

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is greater than the Cumulative Withdrawal Value. An Excess Withdrawal is subject to a withdrawal charge and reduces the Contract Value, future Lifetime Plus Payments, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

DEFINITIONS (continued)

Lifetime Plus Payment	The payment we make to you under the Lifetime Plus Benefit.
Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Issue Date or any Contract Anniversary. Quarterly Anniversaries also include Contract Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Quarterly Anniversary Value	A calculation we use in determining the Benefit Base under the Lifetime Plus Benefit.

LIFETIME PLUS BENEFIT

Exercising the Lifetime Plus Benefit	<p>To begin receiving Lifetime Plus Payments, all Covered Person(s) must meet the age restrictions shown on the Contract Schedule on the Benefit Date and we must receive a Lifetime Plus Payment election form at our Service Center. Lifetime Plus Payments begin on the Benefit Date.</p> <p>If you begin receiving Lifetime Plus Payments, then beginning on the Benefit Date, the following applies.</p> <ul style="list-style-type: none">(a) Partial Annuitizations are no longer available.(b) You can no longer make additional Purchase Payments to the contract.(c) The free withdrawal privilege is no longer available to you.(d) You can only change the ownership of the Base Contract if you selected joint Lifetime Plus Payments, and:<ul style="list-style-type: none">1) an Owner dies, and the spouse continues the contract; or2) you remove a Covered Person from the Base Contract who is also an Owner. In this case the remaining Covered Person must become the new sole Owner.(e) The additional M&E Charge for the Lifetime Plus Benefit continues until the Lifetime Plus Benefit terminates or the Contract Value is reduced to zero.(f) If you have the Quarterly Value Death Benefit Rider, the additional M&E Charge for the Quarterly Value Death Benefit continues as long as the Quarterly Value Death Benefit is greater than zero.(g) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable, proportionately by the percentage of Contract Value withdrawn.(h) The Contract Value continues to fluctuate as a result of market performance.(i) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Contract Value on a dollar for dollar basis.
Lifetime Plus Payments	<p>We base the initial annual maximum Lifetime Plus Payment on the Benefit Base and the age band percentage of the Covered Person, or younger Covered Person if you select joint Lifetime Plus Payments. The age band percentages for both single and joint annual maximum Lifetime Plus Payments are shown on the Contract Schedule.</p> <p>On the Benefit Date and on each subsequent Benefit Anniversary, you may request to receive less than the annual maximum Lifetime Plus Payment by completing the appropriate form within 30 days before the Benefit Date or before a Benefit Anniversary. We process your request on the Benefit Date or on the Benefit Anniversary that occurs immediately after we receive your request in good order at our Service Center. If the Benefit Date or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.</p> <p>The amount you request to receive is the annual actual Lifetime Plus Payment. Lifetime Plus Payments are not subject to a withdrawal charge.</p>

LIFETIME PLUS BENEFIT (continued)

Lifetime Plus Payments (continued)

On the Benefit Date and on each subsequent Benefit Anniversary, each maximum and actual Lifetime Plus Payment for the Benefit Year is equal to the annual maximum and actual Lifetime Plus Payment divided by the number of payments you selected to receive each year.

Each maximum Lifetime Plus Payment must meet the minimum shown on the Contract Schedule. Each actual Lifetime Plus Payment must either be zero or meet the minimum shown on the Contract Schedule. If the Lifetime Plus Payment date does not fall on a Business Day, we make the payment to you on the next Business Day.

While your Contract Value is positive, you can change the frequency and/or amount of Lifetime Plus Payments on each Benefit Anniversary for the following Benefit Year. You must provide notice of any requested change to the frequency and/or amount of your Lifetime Plus Payment to our Service Center at least 30 days before the Benefit Anniversary. We change the payment frequency and/or amount on the Benefit Anniversary and the change remains in effect until the Benefit Anniversary you request another change to your Lifetime Plus Payments. You cannot change the frequency or amount of Lifetime Plus Payments on or after your Contract Value is reduced to zero.

If you take less than the maximum Lifetime Plus Payment, for each Lifetime Plus Payment we add the difference of the maximum Lifetime Plus Payment minus the actual Lifetime Plus Payment to the Cumulative Withdrawal Value.

If you take a withdrawal while you are receiving Lifetime Plus Payments, any portion that is less than or equal to the Cumulative Withdrawal Value is a Cumulative Withdrawal, and any portion that is greater than the Cumulative Withdrawal Value is an Excess Withdrawal.

You may take all or a portion of the Cumulative Withdrawal Value at any time. A Cumulative Withdrawal reduces the Contract Value and the Cumulative Withdrawal Value on a dollar for dollar basis.

Any Excess Withdrawal reduces your annual maximum and annual actual Lifetime Plus Payment proportionately by the percentage of Contract Value withdrawn, including any withdrawal charge, on the Benefit Anniversary following the Excess Withdrawal. If you take an Excess Withdrawal that reduces your actual Lifetime Plus Payment so that it fails to meet the minimum shown on the Contract Schedule, and we cannot restructure your actual Lifetime Plus Payment to meet this minimum, you must take an Excess Withdrawal of the entire Contract Value. Lifetime Plus Payments then stop, and the Lifetime Plus Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

We deduct each actual Lifetime Plus Payment, each Cumulative Withdrawal, and any Excess Withdrawal, including any withdrawal charge, proportionately from the Investment Options. We continue to allocate the Contract Value among the Investment Options according to your instructions while the Contract Value is positive. You can continue to make transfers between the Investment Options while the Contract Value is positive subject to the provisions set out in the Transfers section of the Base Contract and in the Asset Allocation Rider.

When a Lifetime Plus Payment is due, if the Contract Value is positive, but less than the actual Lifetime Plus Payment, we credit your Contract Value with (a) – (b), where:

- (a) is the actual Lifetime Plus Payment, and
- (b) is the Contract Value immediately before we make the actual Lifetime Plus Payment.

We then make the actual Lifetime Plus Payment and reduce the Contract Value to zero.

LIFETIME PLUS BENEFIT (continued)

Lifetime Plus Payments (continued)

If your Contract Value is reduced to zero for any reason other than an Excess Withdrawal while the Lifetime Plus Benefit is in effect:

- (a) we pay any remaining Cumulative Withdrawal Value in a single payment;
- (b) you can no longer request to receive less than the maximum Lifetime Plus Payment;
- (c) you can no longer change the frequency of the Lifetime Plus Payments; and
- (d) you receive the maximum Lifetime Plus Payment at the frequency you previously selected, as follows.
 - (i) For single Lifetime Plus Payments where the Contract is solely owned or owned by a non-individual, Lifetime Plus Payments continue until the death of the Covered Person.
 - (ii) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, Lifetime Plus Payments continue until the death of any Joint Owner.
 - (iii) For single Lifetime Plus Payments where the contract is jointly owned by spouses, Lifetime Plus Payments continue until the death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, Lifetime Plus Payments continue until the death of the surviving Covered Person.
 - (iv) For joint Lifetime Plus Payments, Lifetime Plus Payments continue until the deaths of both Covered Persons. Upon the death of an Owner who was also a Covered Person, or the death of the Annuitant who was also a Covered Person, if the surviving spouse continues the contract Lifetime Plus Payments continue at 100% of the amount that we were paying when both Covered Persons were alive. If, instead, the surviving spouse receives the death benefit, then Lifetime Plus Payments stop.

If you take an Excess Withdrawal of the entire Contract Value while you are receiving Lifetime Plus Payments, we pay you any remaining Cumulative Withdrawal Value in a single Cumulative Withdrawal payment, Lifetime Plus Payments stop, and the Lifetime Plus Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

On or after the Benefit Date, you cannot terminate your Lifetime Plus Payments except by:

- (a) taking an Excess Withdrawal of the entire remaining Contract Value; or
- (b) requesting Annuity Payments under a Full Annuitization based on the greater of the entire remaining Contract Value or the Cumulative Withdrawal Value. The Annuity Payments must meet the minimum shown on the Contract Schedule.

The Benefit Base

You can only access the Benefit Base by taking single or joint Lifetime Plus Payments.

On the Benefit Date, the Benefit Base is equal to the greatest of:

- (a) the Contract Value; or
- (b) the Quarterly Anniversary Value; or
- (c) the 5% Annual Increase.

After the Benefit Date, we no longer calculate the Quarterly Anniversary Value, the 5% Annual Increase, or the 5% Annual Increase Cap, and they cease to exist.

Automatic Annual Payment Increases to the Lifetime Plus Payments

Beginning on the Benefit Date, your Lifetime Plus Payment only increases through the automatic annual payment increase feature. We apply any annual payment increase on each Benefit Anniversary after the Benefit Date. Annual Payment increases are only available before the older Covered Person's 91st birthday.

On each Benefit Anniversary, if you took the entire annual maximum Lifetime Plus Payment during the previous year (either as Lifetime Plus Payments or Cumulative Withdrawals), you receive an increase to your Lifetime Plus Payment if the Contract Value on the current Benefit Anniversary is greater than the Contract Value from the previous Benefit Anniversary. If the Contract Value has increased we calculate the percentage of growth between these two Contract Values and increase your annual maximum Lifetime Plus Payment by this percentage.

LIFETIME PLUS BENEFIT (continued)

Automatic Annual Payment Increases to the Lifetime Plus Payments (continued)

On each Benefit Anniversary, regardless of whether or not you take the entire annual maximum Lifetime Plus Payment during the previous year, you receive an increase to your Lifetime Plus Payment if the age-based percentage for the current age of the Covered Person, or younger Covered Person in the case of joint Lifetime Plus Payments, multiplied by the Contract Value as of the Benefit Anniversary results in a higher annual maximum Lifetime Plus Payment.

If you requested a dollar amount that is less than the maximum Lifetime Plus Payment, any automatic annual payment increase does not increase the actual Lifetime Plus Payment. If you requested a percentage of less than 100% of the maximum Lifetime Plus Payment, any automatic annual payment increase increases the actual Lifetime Plus Payment, but does not increase the requested percentage.

Automatic annual payment increases are no longer available when your Contract Value is reduced to zero.

If we apply an annual payment increase to your annual maximum Lifetime Plus Payment, we reserve the right to change the additional M&E Charge for the Lifetime Plus Benefit on every fifth Benefit Anniversary. We can only make this change 60 days after any fifth Benefit Anniversary if you received an annual payment increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries.

If you have not received an increase to your annual maximum Lifetime Plus Payment on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we do not change the additional M&E Charge for the Lifetime Plus Benefit. If you received an increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we change the additional M&E Charge for single or joint Lifetime Plus Payments to the additional M&E Charge that is in effect for a newly issued contract as of the most recent fifth Benefit Anniversary if we are still offering the Lifetime Plus Benefit. However, if we are no longer offering the Lifetime Plus Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E charge differs from the current additional M&E Charge you are paying.

We make any change as of the 60th day after the most recent fifth Benefit Anniversary, or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus Benefit, then we make the change and send you a confirmation letter.

If this change increases the additional M&E Charge for the Lifetime Plus Benefit, then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline the increase. If you decline the increase:

- (a) you no longer receive annual payment increases to your annual maximum Lifetime Plus Payments; and
- (b) your annual maximum Lifetime Plus Payment amount equals the annual maximum amount that we established on the most recent fifth Benefit Anniversary. Your annual maximum Lifetime Plus Payments do not change until the Lifetime Plus Benefit terminates, unless you take an Excess Withdrawal.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments shown on the Contract Schedule.

ANNUITY PROVISIONS

Annuitization

If you take a Partial Annuitization of the Base Contract at any time before the latest Income Date specified in Base Contract, we determine your Annuity Payments in accordance with the terms of the Base Contract. If you take a Full Annuitization of the Base Contract at any time before the latest Income Date specified in the Base Contract, we determine your Annuity Payments based on the greater of the Contract Value or the Cumulative Withdrawal Value. We do not use the Benefit Base for Lifetime Plus Payments in determining any Annuity Payments.

If on the latest Income Date specified in the Base Contract, or on such subsequent date as may be authorized by us at our discretion, you have begun receiving Lifetime Plus Payments, your Contract Value is positive and you choose to take fixed Annuity Payments as a Full Annuitization of the Base Contract under either Annuity Option 1 or 3, we make the following guarantees. However, if on the latest Income Date you select any other Annuity Option, or if you choose variable Annuity Payments, these guarantees will not apply. You will not be required to take a Full Annuitization on the latest Income Date if your Contract Value has been reduced to zero.

If you selected single Lifetime Plus Payments and you choose **Annuity Option 1 - Life Annuity** where the sole Annuitant is the sole Covered Person, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 1 annual payment based on the terms of the Base Contract; or
- (b) the Option 1 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

If you selected joint Lifetime Plus Payments and you choose **Annuity Option 3 - Joint and Last Survivor Life Annuity** with payments to continue at a level of 100% to the surviving Joint Annuitant and both Joint Annuitants are the Joint Covered Persons, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 3 annual payment based on the terms of the Base Contract; or
- (b) the Option 3 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

In addition, if on the latest Income Date the current annual maximum Lifetime Plus Payment is greater than the fixed Annuity Payments based on the terms of the Base Contract, we send you any remaining Cumulative Withdrawal Value.

The Annuity Payments must meet the minimum shown on the Contract Schedule.

An annuitization as referred to in the above paragraphs shall result in the termination of the death benefit.

QUARTERLY ANNIVERSARY VALUE

Quarterly Anniversary Value

We only calculate the Quarterly Anniversary Value before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the Quarterly Anniversary Value ceases to exist and the Lifetime Plus Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, the Quarterly Anniversary Value on the Issue Date is equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, the Quarterly Anniversary Value on the Rider Effective Date is equal to the Contract Value on that date.

On each Business Day we:

- (a) increase the Quarterly Anniversary Value by the amount of any additional Purchase Payments received that day, and
- (b) reduce the Quarterly Anniversary Value proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

We then process any increase or decrease to the Quarterly Anniversary Value due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary, after we do the following calculation. On each Quarterly Anniversary, the Quarterly Anniversary Value is equal to the greater of its value on the immediately preceding Business Day, or the Contract Value as of that Quarterly Anniversary.

5% ANNUAL INCREASE

5% Annual Increase

We only calculate the 5% Annual Increase before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the 5% Annual Increase ceases to exist and the Lifetime Plus Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, then the 5% Annual Increase on the Issue Date is the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date or if you reset the 5% Annual Increase, then the 5% Annual Increase on the Rider Effective Date or on a reset anniversary, as applicable, is the Contract Value as of the Rider Effective Date or as of a reset anniversary, as applicable.

On each Business Day before the tenth Contract Anniversary (or, if applicable, before the tenth Contract Anniversary that occurs after the Rider Effective Date or after a reset anniversary, as applicable), we:

- (a) increase the 5% Annual Increase by the amount of any additional Purchase Payments received that day; and
- (b) reduce the 5% Annual Increase proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

5% ANNUAL INCREASE (continued)

5% Annual Increase (continued)

On each Contract Anniversary on or before the tenth Contract Anniversary (or, if applicable, on or before the tenth Contract Anniversary that occurs after the Rider Effective Date or after a reset anniversary, as applicable), we process any increase or decrease to the 5% Annual Increase due to a Purchase Payment received that day, or a Partial Annuitization or withdrawal taken that day, after we do the following anniversary calculations.

On the first Contract Anniversary (or, if applicable, on the first Contract Anniversary that occurs after the Rider Effective Date or after a reset anniversary, as applicable), the 5% Annual Increase is equal to:

$b + [1.05 \times (a - b)]$, where:

a = the 5% Annual Increase as of the immediately preceding Business Day.

b = Purchase Payments received during the last Contract Year. If the Rider Effective Date is the Issue Date and you did not reset the 5% Annual Increase, then we exclude any Purchase Payments received within 90 days of the Issue Date. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

On the second through ninth Contract Anniversaries (or, if applicable, on the second through ninth Contract Anniversaries that occur after the Rider Effective Date or after a reset anniversary, as applicable), the 5% Annual Increase is equal to:

$d + [1.05 \times (c - d + (0.05 \times e))]$, where:

c = the 5% Annual Increase as of the immediately preceding Business Day.

d = Purchase Payments received during the last Contract Year. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

e = Purchase Payments received during the Contract Year that began two years ago. If the Rider Effective Date is the Issue Date and you did not reset the 5% Annual Increase, then on the second Contract Anniversary we exclude any Purchase Payments received within 90 days of the Issue Date. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

On each Business Day on or after the tenth Contract Anniversary (or, if applicable, on or after the tenth Contract Anniversary after the Rider Effective Date or after a reset anniversary, as applicable), the 5% Annual Increase is equal to the 5% Annual Increase Cap.

The 5% Annual Increase will never exceed the 5% Annual Increase Cap.

5% Annual Increase Cap

We only calculate the 5% Annual Increase Cap before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the 5% Annual Increase Cap ceases to exist and the Lifetime Plus Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, then the 5% Annual Increase Cap on the Issue Date is two times the Purchase Payment received on the Issue Date.

5% ANNUAL INCREASE (continued)

5% Annual Increase Cap (continued)

If the Rider Effective Date occurs after the Issue Date or if you reset the 5% Annual Increase, then the 5% Annual Increase Cap on the Rider Effective Date or on a reset anniversary, as applicable, is two times the Contract Value as of the Rider Effective Date or as of a reset anniversary, as applicable.

On each Business Day we:

- (a) increase the 5% Annual Increase Cap by the amount of any additional Purchase Payments received that day; and
- (b) reduce the 5% Annual Increase Cap proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

On each Contract Anniversary, we process any increase or decrease to the 5% Annual Increase Cap due to a Purchase Payment received that day, or a Partial Annuitization or withdrawal taken that day, after we do the following anniversary calculations.

If the Rider Effective Date is the Issue Date and you do not reset the 5% Annual Increase, then on the first Contract Anniversary the 5% Annual Increase Cap is equal to (a) + (b), where:

- (a) = the value of the 5% Annual Increase Cap on the immediately preceding Business Day.
- (b) = Purchase Payments received within 90 days of the Issue Date excluding the payment received on the Issue Date. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

On the second through tenth Contract Anniversaries (or, if applicable, on the first through tenth Contract Anniversaries that occur after the Rider Effective Date or after a reset anniversary, as applicable), we calculate the 5% Annual Increase Cap in the same way that we do on each Business Day other than a Contract Anniversary.

On the eleventh and later Contract Anniversaries (or, if applicable, on the eleventh and later Contract Anniversaries that occur after the Rider Effective Date or after a reset anniversary, if applicable), the 5% Annual Increase Cap is equal to (a) + (b), where:

- (a) = the value of the 5% Annual Increase Cap on the immediately preceding Business Day.
- (b) = Purchase Payments received during the Contract Year that began eleven years ago. If the Rider Effective Date is the Issue Date and you did not reset the 5% Annual Increase, then on the eleventh Contract Anniversary only we exclude Purchase Payments received within 90 days of the Issue Date. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

Resetting the 5% Annual Increase

On each Contract Anniversary before the older Covered Person's 81st birthday and before the Benefit Date, you can reset the 5% Annual Increase to equal the Contract Value. You can request a reset within 30 days following a Contract Anniversary by completing the appropriate form. We process your reset request as of the immediately preceding Contract Anniversary after your request is received in good order at our Service Center. We call this Contract Anniversary the reset anniversary. If the reset anniversary does not occur on a Business Day, we process your request on the next Business Day.

When we process your reset request, we change the 5% Annual Increase to equal the Contract Value as of the reset anniversary. We also increase the 5% Annual Increase Cap to equal two times the Contract Value as of the reset anniversary.

5% ANNUAL INCREASE (continued)

Resetting the 5% Annual Increase (continued)

If you reset the 5% Annual Increase, we reserve the right to change the additional M&E charge for the single or joint Lifetime Plus Benefit to the additional M&E charge that is in effect for a newly issued Contract as of the reset anniversary if we are still offering the Lifetime Plus Benefit. However, if we are no longer offering the Lifetime Plus Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E charge differs from the current additional M&E Charge you are paying.

We change the additional M&E Charge on the 30th day following the reset anniversary, or the next Business Day if the 30th day is not a Business Day. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments that is shown on the Contract Schedule. If we change the additional M&E Charge, then we also adjust the number of Accumulation Units so that the Contract Value on the 30th day remains the same.

You cannot request a reset of the 5% Annual Increase:

- (a) on or after the older Covered Person's 81st birthday;
- (b) on or after the Benefit Date that you begin receiving Lifetime Plus Payments;
- (c) on or after the Income Date that you take a Full Annuitization; or
- (d) if the Contract Value is less than the 5% Annual Increase on the Contract Anniversary plus 5% of all Purchase Payments received during the last Contract Year. On the first Contract Anniversary, we exclude Purchase Payments received within 90 days of the Issue Date.

GENERAL PROVISIONS

Removing the Lifetime Plus Benefit Rider from Your Contract

After the Rider Effective Date, you can remove the Lifetime Plus Benefit Rider from the contract at any time before the Benefit Date. You can request the removal of the rider within 30 days before a Contract Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or on the next Business Day if the Contract Anniversary is not a Business Day, that occurs immediately after we receive your request in good order at our Service Center. We call this date the Rider Termination Date and it is shown on the Contract Schedule Addendum.

If you remove the Lifetime Plus Benefit from your contract, we no longer assess the additional M&E Charge for the Lifetime Plus Benefit as of the Rider Termination Date. Because we decrease the M&E Charge, we adjust the number of Accumulation Units so that the Contract Value on the Rider Termination Date remains the same.

If you remove the Lifetime Plus Benefit from the contract, then it is no longer available for future selection.

Conditions for Termination of the Lifetime Plus Benefit

Before the Benefit Date, the Lifetime Plus Benefit terminates upon the earliest of the following.

- (a) The Rider Termination Date if you remove the Lifetime Plus Benefit from the contract.
- (b) The date of death of all Covered Persons.
- (c) The older Covered Person's 91st birthday.
- (d) The Business Day before the Income Date that you take a Full Annuitization.
- (e) The Business Day we process your request for a full withdrawal.
- (f) The Business Day that the Base Contract terminates.

On or after the Benefit Date that you begin receiving Lifetime Plus Payments, the Lifetime Plus Benefit terminates upon the earliest of the following.

- (a) The Business Day you take an Excess Withdrawal of the entire Contract Value. If you take an Excess Withdrawal that reduces Lifetime Plus Payments to a level where we are unable to structure the Lifetime Plus Payment so that it is at least the minimum shown on the Contract Schedule, you must take an Excess Withdrawal of the entire Contract Value.

GENERAL PROVISIONS (continued)

**Conditions for
Termination of the
Lifetime Plus Benefit
(continued)**

- (b) The Business Day before the Income Date that you take a Full Annuitization.
- (c) For single Lifetime Plus Payments where the contract is solely owned or owned by a non-individual, the date of death of the Covered Person.
- (d) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, the date of death of any Joint Owner.
- (e) For single Lifetime Plus Payments where the contract is jointly owned by spouses, the date of death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, the Lifetime Plus Benefit terminates on the date of death of the Covered Person.
- (f) For joint Lifetime Plus Payments, the date of death of both Covered Persons. If upon the death of one Covered Person, the surviving spouse, who is also a Covered Person, selects to receive the death benefit, then Lifetime Plus Payments stop and the Lifetime Plus Benefit terminates as of the end of the Business Day during which we receive in good order at the Service Center both due proof of death and an election of the death benefit payment option.
- (g) The Business Day that the Base Contract terminates.

Rider Charge

The additional M&E Charge for this rider is shown on the Contract Schedule.

In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Cynthia L. Pevehouse
Secretary

Gary Bhojwani
President

]

LIFETIME PLUS II BENEFIT RIDER

The Lifetime Plus II Benefit is designed to provide a payment stream for life.

This rider forms a part of the Base Contract to which it is attached and is effective as of the Rider Effective Date. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract or are added in this rider. This rider terminates as indicated under the "Conditions for Termination of the Lifetime Plus II Benefit Rider" section.

DEFINITIONS

Definitions	Definitions specific to this rider that are not in the Base Contract follow.
Base Contract	The contract to which this rider is attached.
Benefit Anniversary	A 12-month anniversary of the Benefit Date.
Benefit Date	The date you exercise the Lifetime Plus II Benefit and Lifetime Plus Payments begin. It is also the date we first establish the maximum Lifetime Plus Payment.
Benefit Year	Any period of 12 months commencing with the Benefit Date and each Benefit Anniversary thereafter.
Covered Person(s)	<p>The person(s) on whose lives we base Lifetime Plus Payments. We determine the Covered Person(s) on the Rider Effective Date.</p> <p>For single Lifetime Plus Payments.</p> <ul style="list-style-type: none">(a) If the contract is solely owned, the Covered Person is the Owner.(b) If the contract is owned by a non-individual, the Covered Person is the Annuitant.(c) If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the Lifetime Plus II Benefit to your contract. The maximum age is shown on the Contract Schedule. <p>For joint Lifetime Plus Payments, you and your spouse are the Covered Persons.</p> <p>For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:</p> <ul style="list-style-type: none">(a) spouses must be Joint Owners; or(b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or(c) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary. <p>For joint Lifetime Plus Payments under contracts that are qualified under the tax code:</p> <ul style="list-style-type: none">(a) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary; or(b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or(c) if we require a non-individual owner to be the beneficiary, then one spouse must be the Annuitant and the other spouse must be the sole contingent Beneficiary solely for the purpose of determining the Lifetime Plus Payment. <p>Spouses must qualify as such under federal law until the Lifetime Plus II Benefit terminates. If at any time before the Lifetime Plus II Benefit terminates you are no longer spouses you must send us notice.</p> <p>A person no longer qualifies as a Covered Person and is removed from the contract if that person is no longer an Owner, Joint Owner, Annuitant, or Beneficiary as required above.</p>

DEFINITIONS (continued)

Covered Person(s) (continued)

After we issue the Lifetime Plus II Benefit you cannot add or replace a Covered Person. You can remove a Covered Person if you select joint Lifetime Plus Payments. You can only make this change once.

Before the Benefit Date, you can request the removal of a Covered Person within 30 days before a Contract Anniversary by completing the appropriate form. After the Benefit Date you can request the removal of a Covered Person within 30 days before a Benefit Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or Benefit Anniversary if applicable, that occurs immediately after we receive your request in good order at our Service Center. If the Contract Anniversary or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.

If you remove a Covered Person from your contract, we change the additional Mortality and Expense Risk (M&E) Charge for joint Lifetime Plus Payments to the additional M&E Charge for single Lifetime Plus Payments that is in effect for newly issued contracts as of the date we process your request if we are still offering the Lifetime Plus II Benefit. However, if we are no longer offering the Lifetime Plus II Benefit we reserve the right to declare a new additional M&E Charge. We make this change only if this new M&E Charge differs from the current additional M&E Charge you are paying. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single Lifetime Plus Payments that is shown on the Contract Schedule. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the day we process your request remains the same.

If you remove a Covered Person after the Benefit Date, we compare your current annual maximum Lifetime Plus Payment to a payment based on the appropriate age-based percentage for single Lifetime Plus Payments for the remaining Covered Person's current age and the current Contract Value as of the Benefit Anniversary that we process your removal request. The age-based payment percentage(s) and age band(s) for single Lifetime Plus Payments are shown on the Contract Schedule. If the payment based on the appropriate age-based percentage for the remaining Covered Person's current age and the current Contract Value is greater, we increase your annual maximum Lifetime Plus Payment to this new amount.

Joint Lifetime Plus Payments may not be available for some contracts that are owned by a non-individual.

Cumulative Withdrawal Value

If you choose to take less than the maximum Lifetime Plus Payment you are entitled to, the difference between the maximum Lifetime Plus Payment and the actual Lifetime Plus Payment you received is available for withdrawal at any time. The Cumulative Withdrawal Value is not available to your Beneficiary upon death.

Cumulative Withdrawals

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is less than or equal to the Cumulative Withdrawal Value. Cumulative Withdrawals are not subject to a withdrawal charge and do not reduce any future Lifetime Plus Payments. However, Cumulative Withdrawals reduce the Contract Value, the Cumulative Withdrawal Value, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

Enhanced 5% Annual Increase

A calculation we use in determining the Benefit Base under the Lifetime Plus II Benefit.

Enhanced 10-Year Value

A calculation we use in determining the maximum amount that we increase the Benefit Base under the Lifetime Plus II Benefit.

Excess Withdrawal

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is greater than the Cumulative Withdrawal Value. An Excess Withdrawal is subject to a withdrawal charge and reduces the Contract Value, future Lifetime Plus Payments, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

DEFINITIONS (continued)

Highest Annual Increase	A calculation we use in determining the Benefit Base under the Lifetime Plus II Benefit.
Lifetime Plus Payment	The payment we make to you under the Lifetime Plus II Benefit.
Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Issue Date or any Contract Anniversary. Quarterly Anniversaries also include Contract Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Quarterly Anniversary Value	A calculation we use in determining the Benefit Base under the Lifetime Plus II Benefit.

LIFETIME PLUS II BENEFIT

Exercising the Lifetime Plus II Benefit	<p>To begin receiving Lifetime Plus Payments, all Covered Person(s) must meet the age restrictions shown on the Contract Schedule on the Benefit Date and we must receive a Lifetime Plus Payment election form at our Service Center. Lifetime Plus Payments begin on the Benefit Date.</p> <p>If you begin receiving Lifetime Plus Payments, then beginning on the Benefit Date, the following applies.</p> <ul style="list-style-type: none">(a) Partial Annuitizations are no longer available.(b) You can no longer make additional Purchase Payments to the contract.(c) The free withdrawal privilege is no longer available to you.(d) You can only change the ownership of the Base Contract if you selected joint Lifetime Plus Payments, and:<ul style="list-style-type: none">1) an Owner dies, and the spouse continues the contract; or2) you remove a Covered Person from the Base Contract who is also an Owner. In this case the remaining Covered Person must become the new sole Owner.(e) The additional M&E Charge for the Lifetime Plus II Benefit continues until the Lifetime Plus II Benefit terminates or the Contract Value is reduced to zero.(f) If you have the Quarterly Value Death Benefit Rider, the additional M&E Charge for the Quarterly Value Death Benefit continues as long as the Quarterly Value Death Benefit is greater than zero.(g) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable, proportionately by the percentage of Contract Value withdrawn.(h) The Contract Value continues to fluctuate as a result of market performance.(i) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Contract Value on a dollar for dollar basis.
Lifetime Plus Payments	<p>We base the initial annual maximum Lifetime Plus Payment on the Benefit Base and the age band percentage of the Covered Person, or younger Covered Person if you select joint Lifetime Plus Payments. The age band percentages for both single and joint annual maximum Lifetime Plus Payments are shown on the Contract Schedule.</p> <p>On the Benefit Date and on each subsequent Benefit Anniversary, you may request to receive less than the annual maximum Lifetime Plus Payment by completing the appropriate form within 30 days before the Benefit Date or before a Benefit Anniversary. We process your request on the Benefit Date or on the Benefit Anniversary that occurs immediately after we receive your request in good order at our Service Center. If the Benefit Date or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.</p> <p>The amount you request to receive is the annual actual Lifetime Plus Payment. Lifetime Plus Payments are not subject to a withdrawal charge.</p>

LIFETIME PLUS II BENEFIT (continued)

Lifetime Plus Payments (continued)

On the Benefit Date and on each subsequent Benefit Anniversary, each maximum and actual Lifetime Plus Payment for the Benefit Year is equal to the annual maximum and actual Lifetime Plus Payment divided by the number of payments you selected to receive each year.

Each maximum Lifetime Plus Payment must meet the minimum shown on the Contract Schedule. Each actual Lifetime Plus Payment must either be zero or meet the minimum shown on the Contract Schedule. If the Lifetime Plus Payment date does not fall on a Business Day, we make the payment to you on the next Business Day.

While your Contract Value is positive, you can change the frequency and/or amount of Lifetime Plus Payments on each Benefit Anniversary for the following Benefit Year. You must provide notice of any requested change to the frequency and/or amount of your Lifetime Plus Payment to our Service Center at least 30 days before the Benefit Anniversary. We change the payment frequency and/or amount on the Benefit Anniversary and the change remains in effect until the Benefit Anniversary you request another change to your Lifetime Plus Payments. You cannot change the frequency or amount of Lifetime Plus Payments on or after your Contract Value is reduced to zero.

If you take less than the maximum Lifetime Plus Payment, for each Lifetime Plus Payment we add the difference of the maximum Lifetime Plus Payment minus the actual Lifetime Plus Payment to the Cumulative Withdrawal Value.

If you take a withdrawal while you are receiving Lifetime Plus Payments, any portion that is less than or equal to the Cumulative Withdrawal Value is a Cumulative Withdrawal, and any portion that is greater than the Cumulative Withdrawal Value is an Excess Withdrawal.

You may take all or a portion of the Cumulative Withdrawal Value at any time. A Cumulative Withdrawal reduces the Contract Value and the Cumulative Withdrawal Value on a dollar for dollar basis.

Any Excess Withdrawal reduces your annual maximum and annual actual Lifetime Plus Payment proportionately by the percentage of Contract Value withdrawn, including any withdrawal charge, on the Benefit Anniversary following the Excess Withdrawal. If you take an Excess Withdrawal that reduces your actual Lifetime Plus Payment so that it fails to meet the minimum shown on the Contract Schedule, and we cannot restructure your actual Lifetime Plus Payment to meet this minimum, you must take an Excess Withdrawal of the entire Contract Value. Lifetime Plus Payments then stop, and the Lifetime Plus II Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

We deduct each actual Lifetime Plus Payment, each Cumulative Withdrawal, and any Excess Withdrawal, including any withdrawal charge, proportionately from the Investment Options. We continue to allocate the Contract Value among the Investment Options according to your instructions while the Contract Value is positive. You can continue to make transfers between the Investment Options while the Contract Value is positive subject to the provisions set out in the Transfers section of the Base Contract and in the Asset Allocation Rider.

When a Lifetime Plus Payment is due, if the Contract Value is positive, but less than the actual Lifetime Plus Payment, we credit your Contract Value with (a) – (b), where:

- (a) is the actual Lifetime Plus Payment; and
- (b) is the Contract Value immediately before we make the actual Lifetime Plus Payment.

We then make the actual Lifetime Plus Payment and reduce the Contract Value to zero.

LIFETIME PLUS II BENEFIT (continued)

Lifetime Plus Payments (continued)

If your Contract Value is reduced to zero for any reason other than an Excess Withdrawal while the Lifetime Plus II Benefit is in effect:

- (a) we pay any remaining Cumulative Withdrawal Value in a single payment;
- (b) you can no longer request to receive less than the maximum Lifetime Plus Payment;
- (c) you can no longer change the frequency of the Lifetime Plus Payments; and
- (d) you receive the maximum Lifetime Plus Payment at the frequency you previously selected, as follows.
 - (i) For single Lifetime Plus Payments where the Contract is solely owned or owned by a non-individual, Lifetime Plus Payments continue until the death of the Covered Person.
 - (ii) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, Lifetime Plus Payments continue until the death of any Joint Owner.
 - (iii) For single Lifetime Plus Payments where the contract is jointly owned by spouses, Lifetime Plus Payments continue until the death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, Lifetime Plus Payments continue until the death of the surviving Covered Person.
 - (iv) For joint Lifetime Plus Payments, Lifetime Plus Payments continue until the deaths of both Covered Persons. Upon the death of an Owner who was also a Covered Person, or the death of the Annuitant who was also a Covered Person, if the surviving spouse continues the contract Lifetime Plus Payments continue at 100% of the amount that we were paying when both Covered Persons were alive. If, instead, the surviving spouse receives the death benefit, then Lifetime Plus Payments stop.

If you take an Excess Withdrawal of the entire Contract Value while you are receiving Lifetime Plus Payments, we pay you any remaining Cumulative Withdrawal Value in a single Cumulative Withdrawal payment, Lifetime Plus Payments stop, and the Lifetime Plus II Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

On or after the Benefit Date, you cannot terminate your Lifetime Plus Payments except by:

- (a) taking an Excess Withdrawal of the entire remaining Contract Value; or
- (b) requesting Annuity Payments under a Full Annuitization based on the greater of the entire remaining Contract Value or the Cumulative Withdrawal Value. The Annuity Payments must meet the minimum shown on the Contract Schedule.

The Benefit Base

You can only access the Benefit Base by taking single or joint Lifetime Plus Payments.

On the Benefit Date, the Benefit Base is equal to the greatest of:

- (a) the Contract Value; or
- (b) the Quarterly Anniversary Value; or
- (c) the Highest Annual Increase.

After the Benefit Date, we no longer calculate the Quarterly Anniversary Value, each Enhanced 5% Annual Increase or each Enhanced 10-Year Value, and they cease to exist.

LIFETIME PLUS II BENEFIT (continued)

Automatic Annual Payment Increases to the Lifetime Plus Payments

Beginning on the Benefit Date, your Lifetime Plus Payment only increases through the automatic annual payment increase feature. We apply any annual payment increase on each Benefit Anniversary after the Benefit Date. Annual Payment increases are only available before the older Covered Person's 91st birthday.

On each Benefit Anniversary, if you took the entire annual maximum Lifetime Plus Payment during the previous year (either as Lifetime Plus Payments or Cumulative Withdrawals), you receive an increase to your Lifetime Plus Payment if the Contract Value on the current Benefit Anniversary is greater than the Contract Value from the previous Benefit Anniversary. If the Contract Value has increased we calculate the percentage of growth between these two Contract Values and increase your annual maximum Lifetime Plus Payment by this percentage.

On each Benefit Anniversary, regardless of whether or not you take the entire annual maximum Lifetime Plus Payment during the previous year, you receive an increase to your Lifetime Plus Payment if the age-based percentage for the current age of the Covered Person, or younger Covered Person in the case of joint Lifetime Plus Payments, multiplied by the Contract Value as of the Benefit Anniversary results in a higher annual maximum Lifetime Plus Payment.

If you requested a dollar amount that is less than the maximum Lifetime Plus Payment, any automatic annual payment increase does not increase the actual Lifetime Plus Payment. If you requested a percentage of less than 100% of the maximum Lifetime Plus Payment, any automatic annual payment increase increases the actual Lifetime Plus Payment, but does not increase the requested percentage.

Automatic annual payment increases are no longer available when your Contract Value is reduced to zero.

If we apply an annual payment increase to your annual maximum Lifetime Plus Payment, we reserve the right to change the additional M&E Charge for the Lifetime Plus II Benefit on every fifth Benefit Anniversary. We can only make this change 60 days after any fifth Benefit Anniversary if you received an annual payment increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries.

If you have not received an increase to your annual maximum Lifetime Plus Payment on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we do not change the additional M&E Charge for the Lifetime Plus II Benefit. If you received an increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we change the additional M&E Charge for single or joint Lifetime Plus Payments to the additional M&E Charge that is in effect for a newly issued contract as of the most recent fifth Benefit Anniversary if we are still offering the Lifetime Plus II Benefit. However, if we are no longer offering the Lifetime Plus II Benefit we reserve the right to declare a new additional M&E Charge. We make this change only if this new M&E Charge differs from the current additional M&E Charge you are paying.

We make any change as of the 60th day after the most recent fifth Benefit Anniversary, or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus II Benefit, then we make the change and send you a confirmation letter.

LIFETIME PLUS II BENEFIT (continued)

Automatic Annual Payment Increases to the Lifetime Plus Payments (continued)

If this change increases the additional M&E Charge for the Lifetime Plus II Benefit then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline the increase. If you decline the increase:

- (a) you no longer receive annual payment increases to your annual maximum Lifetime Plus Payments; and
- (b) your annual maximum Lifetime Plus Payment amount equals the annual maximum amount that we established on the most recent fifth Benefit Anniversary. Your annual maximum Lifetime Plus Payments do not change until the Lifetime Plus II Benefit terminates, unless you take an Excess Withdrawal.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus II Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments shown on the Contract Schedule.

ANNUITY PROVISIONS

Annuitization

If you take a Partial Annuitization of the Base Contract at any time before the latest Income Date specified in Base Contract, we determine your Annuity Payments in accordance with the terms of the Base Contract. If you take a Full Annuitization of the Base Contract at any time before the latest Income Date specified in the Base Contract, we determine your Annuity Payments based on the greater of the Contract Value or the Cumulative Withdrawal Value. We do not use the Benefit Base for Lifetime Plus Payments in determining any Annuity Payments.

If on the latest Income Date specified in the Base Contract, or on such subsequent date as may be authorized by us at our discretion, you have begun receiving Lifetime Plus Payments, your Contract Value is positive and you choose to take fixed Annuity Payments as a Full Annuitization of the Base Contract under either Annuity Option 1 or 3, we make the following guarantees. However, if on the latest Income Date you select any other Annuity Option, or if you choose variable Annuity Payments, these guarantees will not apply. You will not be required to take a Full Annuitization on the latest Income Date if your Contract Value has been reduced to zero.

If you selected single Lifetime Plus Payments and you choose **Annuity Option 1 - Life Annuity** where the sole Annuitant is the sole Covered Person, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 1 annual payment based on the terms of the Base Contract; or
- (b) the Option 1 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

If you selected joint Lifetime Plus Payments and you choose **Annuity Option 3 - Joint and Last Survivor Life Annuity** with payments to continue at a level of 100% to the surviving Joint Annuitant and both Joint Annuitants are the Joint Covered Persons, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 3 annual payment based on the terms of the Base Contract; or
- (b) the Option 3 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

In addition, if on the latest Income Date the current annual maximum Lifetime Plus Payment is greater than the fixed Annuity Payments based on the terms of the Base Contract, we send you any remaining Cumulative Withdrawal Value.

The Annuity Payments must meet the minimum shown on the Contract Schedule.

An annuitization as referred to in the above paragraphs shall result in the termination of the death benefit.

QUARTERLY ANNIVERSARY VALUE

Quarterly Anniversary Value

We only calculate the Quarterly Anniversary Value before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the Quarterly Anniversary Value ceases to exist and the Lifetime Plus II Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, the Quarterly Anniversary Value on the Issue Date is equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, the Quarterly Anniversary Value on the Rider Effective Date is equal to the Contract Value on that date.

On each Business Day we:

- (a) increase the Quarterly Anniversary Value by the amount of any additional Purchase Payments received that day; and
- (b) reduce the Quarterly Anniversary Value proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

We then process any increase or decrease to the Quarterly Anniversary Value due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary, after we do the following calculation. On each Quarterly Anniversary, the Quarterly Anniversary Value is equal to the greater of its value on the immediately preceding Business Day, or the Contract Value as of that Quarterly Anniversary.

ENHANCED 5% ANNUAL INCREASE

Enhanced 5% Annual Increase

We only calculate each Enhanced 5% Annual Increase before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, all previously established Enhanced 5% Annual Increases cease to exist and the Lifetime Plus II Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, then we establish an initial Enhanced 5% Annual Increase on the Issue Date equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, then we establish an initial Enhanced 5% Annual Increase on the Rider Effective Date equal to the Contract Value as of the Rider Effective Date.

If an automatic reset occurs, then we establish an additional Enhanced 5% Annual Increase on the reset anniversary equal to the Contract Value as of the reset anniversary. The establishment of the additional Enhanced 5% Annual Increase is in addition to any previously established Enhanced 5% Annual Increases.

Each Enhanced 5% Annual Increase established, whether initial or additional, is subject to a separate calculation on each Business Day, as detailed below.

On each Business Day before the tenth Contract Anniversary (or, if applicable, before the tenth Contract Anniversary that occurs after the Rider Effective Date or after a reset anniversary, as applicable), we:

- (a) increase each Enhanced 5% Annual Increase by the amount of any additional Purchase Payments received that day; and
- (b) reduce each Enhanced 5% Annual Increase proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

ENHANCED 5% ANNUAL INCREASE (continued)

Enhanced 5% Annual Increase (continued)

On each Contract Anniversary on or before the tenth Contract Anniversary (or, if applicable, on or before the tenth Contract Anniversary that occurs after the Rider Effective Date or after a reset anniversary, as applicable), we process any increase or decrease to each Enhanced 5% Annual Increase due to a Purchase Payment received that day, or a Partial Annuitization or withdrawal taken that day, after we do the following anniversary calculations.

On the first Contract Anniversary (or, if applicable, on the first Contract Anniversary that occurs after the Rider Effective Date or after a reset anniversary, as applicable) each Enhanced 5% Annual Increase is equal to:

$b + [1.05 \times (a - b)]$, where:

- a = the Enhanced 5% Annual Increase as of the immediately preceding Business Day.
- b = Purchase Payments received during the last Contract Year. If the Rider Effective Date is the Issue Date and you did not receive an automatic reset of the Enhanced 5% Annual Increase, then we exclude any Purchase Payments received within 90 days of the Issue Date. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

On the second through ninth Contract Anniversaries (or, if applicable, on the second through ninth Contract Anniversaries that occur after the Rider Effective Date or after a reset anniversary, as applicable) the Enhanced 5% Annual Increase is equal to:

$d + [1.05 \times (c - d + (0.05 \times e))]$, where:

- c = the Enhanced 5% Annual Increase as of the immediately preceding Business Day.
- d = Purchase Payments received during the last Contract Year. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.
- e = Purchase Payments received during the Contract Year that began two years ago. If the Rider Effective Date is the Issue Date and you did not receive an automatic reset of the Enhanced 5% Annual Increase, then on the second Contract Anniversary we exclude any Purchase Payments received within 90 days of the Issue Date. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

If the Rider Effective Date is the Issue Date, then on each Business Day on or after the tenth Contract Anniversary, the Enhanced 5% Annual Increase is equal to the Enhanced 10-Year Value that was established on the same date.

If the Rider Effective Date occurs after the Issue Date, then on each Business Day on or after the tenth Contract Anniversary of the Rider Effective Date the Enhanced 5% Annual Increase is equal to the Enhanced 10-Year Value that was established on the same date.

If an automatic reset has occurred, then on each Business Day on or after the tenth Contract Anniversary after the reset anniversary the Enhanced 5% Annual Increase is equal to the Enhanced 10-Year Value established on the same date.

Each Enhanced 5% Annual Increase will never exceed the Enhanced 10-Year Value that was established on the same date.

We only calculate each Enhanced 10-Year Value before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, all previously established Enhanced 10-Year Values cease to exist and the Lifetime Plus II Benefit is no longer available to you.

ENHANCED 5% ANNUAL INCREASE (continued)

Enhanced 10-Year Value

If the Rider Effective Date is the Issue Date, then we establish an initial Enhanced 10-Year Value on the Issue Date equal to twice the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, then we establish an initial Enhanced 10-Year Value on the Rider Effective Date equal to twice the Contract Value as of the Rider Effective Date.

If an automatic reset occurs, then we establish an additional Enhanced 10-Year Value on the reset anniversary equal to twice the Contract Value as of the reset anniversary.

The establishment of any additional Enhanced 10-Year Value is in addition to any previously established Enhanced 10-Year Values.

Each Enhanced 10-Year Value established, whether initial or additional, is subject to a separate calculation on each Business Day, as detailed below.

On Each Business Day we:

- (a) increase each Enhanced 10-Year Value by the amount of any additional Purchase Payments received that day; and
- (b) reduce each Enhanced 10-Year Value proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

On each Contract Anniversary we process any increase or decrease to each Enhanced 10-Year Value due to a Purchase Payment received that day, or a Partial Annuitization or withdrawal taken that day, after we do the following anniversary calculations.

If the Rider Effective Date is the Issue Date, then on the first Contract Anniversary, the Enhanced 10-Year Value is equal to (a) + (b) where:

- (a) = the Enhanced 10-Year Value on the immediately preceding Business Day.
- (b) = Purchase Payments received within 90 days of the Issue Date excluding the payment received on the Issue Date. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

On the second through tenth Contract Anniversaries (or, if applicable, on the first through tenth Contract Anniversaries that occur after the Rider Effective Date or after a reset anniversary, as applicable) we calculate each Enhanced 10-Year Value in the same way that we do on each Business Day other than a Contract Anniversary.

ENHANCED 5% ANNUAL INCREASE (continued)

Enhanced 10-Year Value (continued)

On the eleventh and later Contract Anniversaries (or, if applicable, on the eleventh and later Contract Anniversaries that occur after the Rider Effective Date or after a reset anniversary, as applicable), each Enhanced 10-Year Value is equal to (a) + (b) where:

- (a) = the Enhanced 10-Year Value on the immediately preceding Business Day.
- (b) = Purchase Payments received during the Contract Year that began eleven years ago. If the Rider Effective Date is the Issue Date, then on the eleventh Contract Anniversary only we exclude Purchase Payments received within 90 days of the Issue Date. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

Highest Annual Increase

The Highest Annual Increase is the greatest of all the Enhanced 5% Annual Increases.

Automatic Reset of the Enhanced 5% Annual Increase

On the Issue Date (or, if applicable, the Rider Effective Date), we establish your initial Enhanced 5% Annual Increase and your initial Enhanced 10-Year Value.

On each Contract Anniversary before the older Covered Person's 81st birthday and before the Benefit Date, we automatically reset your Enhanced 5% Annual Increase if twice the Contract Value is greater than the most recently established Enhanced 10-Year Value plus all Purchase Payments received within the previous 10 Contract Years, but received on or after the most recent reset anniversary, excluding Purchase Payments received within 90 days of the Issue Date.

If we automatically reset your Enhanced 5% Annual Increase, we establish an additional Enhanced 5% Annual Increase on the reset anniversary equal to the Contract Value as of the reset anniversary and we establish an additional Enhanced 10-Year Value on the reset anniversary equal to twice the Contract Value as of the reset anniversary.

All previously established Enhanced 5% Annual Increases and Enhanced 10-Year Values continue to be calculated and are used in determining the Highest Annual Increase.

If you receive an automatic reset, we reserve the right to change the additional M&E Charge for the single or joint Lifetime Plus II Benefit to the additional M&E Charge that is in effect for a newly issued Contract as of the reset anniversary if we are still offering the Lifetime Plus II Benefit. However, if we are no longer offering the Lifetime Plus II Benefit we reserve the right to declare a new additional M&E Charge. We make this change only if this new M&E Charge differs from the current additional M&E Charge you are paying. We do not change the additional M&E Charge for the Lifetime Plus II Benefit if you have not received a reset to the Enhanced 5% Annual Increase or the Enhanced 10-Year Value during the previous Contract Year.

We make any change as of the 60th day after the Contract Anniversary or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E Charge, then we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus II Benefit, then we make the change and send you a confirmation letter.

GENERAL PROVISIONS

Automatic Reset of the Enhanced 5% Annual Increase (continued)

If this change increases the additional M&E Charge for the Lifetime Plus II Benefit, then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline that increase. If you decline the increase you retain your current Enhanced 5% Annual Increase and Enhanced 10-Year Value, but you are no longer eligible to receive automatic resets.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus II Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments that is shown on the Contract Schedule.

An automatic reset of the Enhanced 5% Annual Increase is no longer available:

- (a) on or after the older Covered Person's 81st birthday;
- (b) on or after the Benefit Date that you begin receiving Lifetime Plus Payments; or
- (c) on or after the Income Date that you take a Full Annuitization.

Removing the Lifetime Plus II Benefit Rider from Your Contract

After the Rider Effective Date, you can remove the Lifetime Plus II Benefit Rider from the contract at any time before the Benefit Date. You can request the removal of the rider within 30 days before a Contract Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or on the next Business Day if the Contract Anniversary is not a Business Day, that occurs immediately after we receive your request in good order at our Service Center. We call this date the Rider Termination Date and it is shown on the Contract Schedule Addendum.

If you remove the Lifetime Plus II Benefit from your contract, we no longer assess the additional M&E Charge for the Lifetime Plus II Benefit as of the Rider Termination Date. Because we decrease the M&E Charge, we adjust the number of Accumulation Units so that the Contract Value on the Rider Termination Date remains the same.

If you remove the Lifetime Plus II Benefit from the contract, then it is no longer available for future selection.

Conditions for Termination of the Lifetime Plus II Benefit

Before the Benefit Date, the Lifetime Plus II Benefit terminates upon the earliest of the following.

- (a) The Rider Termination Date if you remove the Lifetime Plus II Benefit from the contract.
- (b) The date of death of all Covered Persons.
- (c) The older Covered Person's 91st birthday.
- (d) The Business Day before the Income Date that you take a Full Annuitization.
- (e) The Business Day we process your request for a full withdrawal.
- (f) The Business Day that the Base Contract terminates.

On or after the Benefit Date that you begin receiving Lifetime Plus Payments, the Lifetime Plus II Benefit terminates upon the earliest of the following.

- (a) The Business Day you take an Excess Withdrawal of the entire Contract Value. If you take an Excess Withdrawal that reduces Lifetime Plus Payments to a level where we are unable to structure the Lifetime Plus Payment so that it is at least the minimum shown on the Contract Schedule, you must take an Excess Withdrawal of the entire Contract Value.
- (b) The Business Day before the Income Date that you take a Full Annuitization.
- (c) For single Lifetime Plus Payments where the contract is solely owned or owned by a non-individual, the date of death of the Covered Person.
- (d) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, the date of death of any Joint Owner.
- (e) For single Lifetime Plus Payments where the contract is jointly owned by spouses, the date of death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, the Lifetime Plus II Benefit terminates on the date of death of the Covered Person.

GENERAL PROVISIONS (continued)

**Conditions for
Termination of the
Lifetime Plus II Benefit
(continued)**

- (f) For joint Lifetime Plus Payments, the date of death of both Covered Persons. If upon the death of one Covered Person, the surviving spouse, who is also a Covered Person, selects to receive the death benefit, then Lifetime Plus Payments stop and the Lifetime Plus II Benefit terminates as of the end of the Business Day during which we receive in good order at the Service Center both due proof of death and an election of the death benefit payment option.
- (g) The Business Day that the Base Contract terminates.

Rider Charge

The additional M&E Charge for this rider is shown on the Contract Schedule.

In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Cynthia L. Pevehouse
Secretary

Gary Bhojwani
President

]

CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: \$[10,000]
**MINIMUM ADDITIONAL
PURCHASE PAYMENT:** \$[50]
**MAXIMUM TOTAL
PURCHASE PAYMENTS:** \$[1 million; higher amounts may be accepted with our approval]

[MORTALITY AND EXPENSE RISK (M&E) CHARGE:

[During the Accumulation Phase, the total M&E Charge is [1.15]% which is the annualized rate.]

[During the Accumulation Phase, the total M&E Charge is [1.45]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit.]

[During the Annuity Phase, the M&E Charge is [1.15]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]]

[Please refer to the optional benefit Contract Schedule for applicable Mortality and Expense Risk Charges.]

MAXIMUM M&E CHARGE FOR OPTIONAL BENEFITS/CHANGE IN BENEFITS:

Benefit	Maximum M&E Charge
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase]	[1.75]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with joint Lifetime Plus Payments after issue or for joint Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase]	[1.75]%]

The maximums shown above are for all optional benefits available under the contract and not necessarily the benefits you selected. Not all options/changes may be available to you.

CONTRACT MAINTENANCE CHARGE: The Contract Maintenance Charge is \$[50.00] each Contract Year. We deduct the Contract Maintenance Charge from the Contract Value on the last day of each Contract Year while this contract is in force. If the last day of the Contract Year is not a Business Day we deduct the charge on the next Business Day. We deduct the Contract Maintenance Charge from the Investment Options proportionately based on the amount of the Contract Value in each Investment Option relative to the total Contract Value.

During the Accumulation Phase, we do not deduct the Contract Maintenance Charge if your Contract Value at the time we are to deduct the charge is at least \$[100,000]. If you take a total withdrawal on a date other than a Contract Anniversary we deduct the full Contract Maintenance Charge. In the event you own more than one contract of the same type issued by the Company, we determine the total Contract Value for all of the contracts. If the total value for all of the contracts is at least \$[100,000] at the time we are to deduct the charge, we do not assess the Contract Maintenance Charge. If the Contract Owner is a non-individual, we look to the Annuitant to determine if we assess the charge.

During the Annuity Phase, we deduct the Contract Maintenance Charge proportionately from each Annuity Payment. During the Annuity Phase, if the total Contract Value for all the Owner's contracts is at least \$[100,000] on the Income Date, we do not assess the Contract Maintenance Charge.

TRANSFERS:

NUMBER OF FREE TRANSFERS PERMITTED: Currently, there are no limits on the number of transfers that you can make. We reserve the right to change this. You are currently allowed [12] free transfers each Contract Year. This applies to transfers during both the Accumulation Phase and Annuity Phase.

TRANSFER FEE: We reserve the right to charge a fee of \$[25] for each transfer you make in excess of the free transfers permitted. We do not count transfers we make at the end of the Right to Examine period, any transfers made pursuant to a regularly scheduled transfer, or other transfers under programs specifically waiving the Transfer Fee in determining the application of the Transfer Fee.

WITHDRAWALS:

WITHDRAWAL CHARGE: During the Accumulation Phase, we assess a Withdrawal Charge against Purchase Payments withdrawn on a first-in-first-out (FIFO) basis. We calculate the charge at the time of each withdrawal. We take withdrawals from your contract in the following order.

- 1. Purchase Payments that are beyond the withdrawal charge period shown below.
- 2. Purchase Payments that are available under the Free Withdrawal Privilege. We do not assess a Withdrawal Charge on these payments.
- 3. Purchase Payments that are within the withdrawal charge period shown below on a FIFO basis.
- 4. Any contract earnings. We do not assess a Withdrawal Charge on earnings.

WITHDRAWAL CHARGE (as a percentage of each Purchase Payment withdrawn)

Number of Complete Years Since Receipt of Purchase Payment	Charge
[0	8.5%
1	8.5%
2	7.5%
3	6.5%
4	5%
5	4%
6	3%
7 years or more	0%]

FREE WITHDRAWAL PRIVILEGE: Each Contract Year during the Accumulation Phase, you can take multiple withdrawals that when added together do not exceed [10]% of total Purchase Payments, without incurring a Withdrawal Charge. This Free Withdrawal Privilege is non-cumulative. If you take a full withdrawal we assess a Withdrawal Charge with no reductions for the Free Withdrawal Privilege.

MINIMUM PARTIAL WITHDRAWAL: \$[500]

MINIMUM CONTRACT VALUE THAT MUST REMAIN IN THE CONTRACT AFTER A PARTIAL WITHDRAWAL: \$[2,000]

MINIMUM ANNUITY PAYMENT: \$[100]

RIDERS:

[Lifetime Plus II Benefit Rider]
[Lifetime Plus 10 Benefit Rider]
[Asset Allocation Rider]
[Target Date Retirement Benefit Rider]
[Target Benefit Asset Allocation Rider]
[Quarterly Value Death Benefit Rider]
[Waiver of Withdrawal Charge Rider]
[Individual Retirement Annuity Endorsement]
[Roth Individual Retirement Annuity Endorsement]
[Unisex Endorsement]
[Pension Plan and Profit Sharing Plan Endorsement]

SERVICE CENTER: [ALLIANZ] SERVICE CENTER
[P.O. Box 1122
Southeastern, PA 19398-1122
800-624-0197]

ANNUITY PAYMENT TABLES

Table A below shows the guaranteed amount of Annuity Payment for each \$1,000 of value applied under a fixed Annuity Option. Table A is based on an interest rate of 2 ½% per year and the 1983(a) Individual Mortality Table with mortality improvement projected 30 years using Mortality Projection Scale G.

Table B below shows the amount of the first monthly variable Annuity Payment, based on an Assumed Investment Rate of 5%, for each \$1,000 of value applied under a variable Annuity Option.

The amount of such Annuity Payments under Annuity Options 1, 2 and 5 depends on the sex and Age of the Annuitant on the Income Date. The amount of such Annuity Payments under Option 3 and 4 depends on the sex and the Age of the Annuitant and Joint Annuitant on the Income Date. Any amounts not shown for Ages, guaranteed periods or other Annuity Options are provided upon request.

Table A - Guaranteed Monthly Annuity Payments Per \$1,000 of Value										
Fixed Annuity Options										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	2.85	2.72	2.84	2.72	2.84	2.71	2.61	2.61	2.81	2.70
40	3.17	2.97	3.16	2.97	3.14	2.96	2.82	2.82	3.10	2.94
50	3.67	3.38	3.65	3.37	3.58	3.34	3.14	3.14	3.51	3.29
60	4.50	4.03	4.43	4.01	4.18	3.90	3.67	3.67	4.13	3.84
70	6.03	5.23	5.70	5.10	4.83	4.62	4.59	4.58	5.11	4.72
80	8.92	7.68	7.43	6.88	5.21	5.16	6.40	6.21	6.66	6.18
90	14.75	13.12	8.94	8.74	5.27	5.27	10.23	8.42	9.39	8.81

Table B - Guaranteed Initial Monthly Annuity Payment Per \$1,000 of Proceeds										
Variable Annuity Options Based on 5% Assumed Investment Rate										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	4.46	4.36	4.46	4.35	4.45	4.35	4.27	4.27	4.44	4.35
40	4.72	4.55	4.71	4.55	4.68	4.53	4.41	4.41	4.68	4.53
50	5.18	4.89	5.14	4.87	5.04	4.83	4.65	4.65	5.06	4.83
60	5.96	5.49	5.86	5.45	5.56	5.31	5.10	5.10	5.70	5.36
70	7.49	6.65	7.07	6.47	6.13	5.94	5.96	5.94	6.77	6.27
80	10.42	9.12	8.68	8.16	6.46	6.41	7.72	7.50	8.54	7.94
90	16.30	14.63	10.08	9.89	6.51	6.51	11.54	9.58	11.63	10.92

CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: \$[25,000]

**MINIMUM ADDITIONAL
PURCHASE PAYMENT:** \$[50]

**MAXIMUM TOTAL
PURCHASE PAYMENTS:** \$[1 million; higher amounts may be accepted with our approval]

Please refer to the Contract Schedule for the Required Benefit Rider for applicable Mortality and Expense Risk Charges.

MAXIMUM M&E CHARGE FOR OPTIONAL BENEFITS/CHANGE IN BENEFITS:

Benefit	Maximum M&E Charge
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase]	[1.75]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with joint Lifetime Plus Payments after issue or for joint Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase]	[1.75]%]

The maximums shown above are for all optional benefits available under the contract and not necessarily the benefits you selected. Not all options/changes may be available to you.

CONTRACT MAINTENANCE CHARGE: The Contract Maintenance Charge is \$[50.00] each Contract Year. We deduct the Contract Maintenance Charge from the Contract Value on the last day of each Contract Year while this contract is in force. If the last day of the Contract Year is not a Business Day we deduct the charge on the next Business Day. We deduct the Contract Maintenance Charge from the Investment Options proportionately based on the amount of the Contract Value in each Investment Option relative to the total Contract Value.

During the Accumulation Phase, we do not deduct the Contract Maintenance Charge if your Contract Value at the time we are to deduct the charge is at least \$[100,000]. If you take a total withdrawal on a date other than a Contract Anniversary we deduct the full Contract Maintenance Charge. In the event you own more than one contract of the same type issued by the Company, we determine the total Contract Value for all of the contracts. If the total value for all of the contracts is at least \$[100,000] at the time we are to deduct the charge, we do not assess the Contract Maintenance Charge. If the Contract Owner is a non-individual, we look to the Annuitant to determine if we assess the charge.

During the Annuity Phase, we deduct the Contract Maintenance Charge proportionately from each Annuity Payment. During the Annuity Phase, if the total Contract Value for all the Owner's contracts is at least \$[100,000] on the Income Date, we do not assess the Contract Maintenance Charge

TRANSFERS:

NUMBER OF FREE TRANSFERS PERMITTED: Currently, there are no limits on the number of transfers that you can make. We reserve the right to change this. You are currently allowed [12] free transfers each Contract Year. This applies to transfers during both the Accumulation Phase and Annuity Phase.

TRANSFER FEE: We reserve the right to charge a fee of \$[25] for each transfer you make in excess of the free transfers permitted. We do not count transfers we make at the end of the Right to Examine period, any transfers made pursuant to a regularly scheduled transfer, or other transfers under programs specifically waiving the Transfer Fee in determining the application of the Transfer Fee.

WITHDRAWAL CHARGE: NONE

MINIMUM PARTIAL WITHDRAWAL: \$[500]

MINIMUM CONTRACT VALUE THAT MUST REMAIN IN THE CONTRACT AFTER A PARTIAL WITHDRAWAL: \$[2,000]

MINIMUM ANNUITY PAYMENT: \$[100]

REQUIRED BENEFIT RIDER: [Lifetime Plus II Benefit Rider, or Lifetime Plus 10 Benefit Rider]

RIDERS:

- [Lifetime Plus II Benefit Rider]
- [Lifetime Plus 10 Benefit Rider]
- [Asset Allocation Rider]
- [Target Date Retirement Benefit Rider]
- [Target Benefit Asset Allocation Rider]
- [Quarterly Value Death Benefit Rider]
- [Waiver of Withdrawal Charge Rider]
- [Individual Retirement Annuity Endorsement]
- [Roth Individual Retirement Annuity Endorsement]
- [Unisex Endorsement]
- [Pension Plan and Profit Sharing Plan Endorsement]

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800-624-0197]

ANNUITY PAYMENT TABLES

Table A below shows the guaranteed amount of Annuity Payment for each \$1,000 of value applied under a fixed Annuity Option. Table A is based on an interest rate of 2 ½% per year and the 1983(a) Individual Mortality Table with mortality improvement projected 30 years using Mortality Projection Scale G.

Table B below shows the amount of the first monthly variable Annuity Payment, based on an Assumed Investment Rate of 5%, for each \$1,000 of value applied under a variable Annuity Option.

The amount of such Annuity Payments under Annuity Options 1, 2 and 5 depends on the sex and Age of the Annuitant on the Income Date. The amount of such Annuity Payments under Option 3 and 4 depends on the sex and the Age of the Annuitant and Joint Annuitant on the Income Date. Any amounts not shown for Ages, guaranteed periods or other Annuity Options are provided upon request.

Table A - Guaranteed Monthly Annuity Payments Per \$1,000 of Value										
Fixed Annuity Options										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	2.85	2.72	2.84	2.72	2.84	2.71	2.61	2.61	2.81	2.70
40	3.17	2.97	3.16	2.97	3.14	2.96	2.82	2.82	3.10	2.94
50	3.67	3.38	3.65	3.37	3.58	3.34	3.14	3.14	3.51	3.29
60	4.50	4.03	4.43	4.01	4.18	3.90	3.67	3.67	4.13	3.84
70	6.03	5.23	5.70	5.10	4.83	4.62	4.59	4.58	5.11	4.72
80	8.92	7.68	7.43	6.88	5.21	5.16	6.40	6.21	6.66	6.18
90	14.75	13.12	8.94	8.74	5.27	5.27	10.23	8.42	9.39	8.81

Table B - Guaranteed Initial Monthly Annuity Payment Per \$1,000 of Proceeds										
Variable Annuity Options Based on 5% Assumed Investment Rate										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	4.46	4.36	4.46	4.35	4.45	4.35	4.27	4.27	4.44	4.35
40	4.72	4.55	4.71	4.55	4.68	4.53	4.41	4.41	4.68	4.53
50	5.18	4.89	5.14	4.87	5.04	4.83	4.65	4.65	5.06	4.83
60	5.96	5.49	5.86	5.45	5.56	5.31	5.10	5.10	5.70	5.36
70	7.49	6.65	7.07	6.47	6.13	5.94	5.96	5.94	6.77	6.27
80	10.42	9.12	8.68	8.16	6.46	6.41	7.72	7.50	8.54	7.94
90	16.30	14.63	10.08	9.89	6.51	6.51	11.54	9.58	11.63	10.92

CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: \$[10,000]

PURCHASE PAYMENT: \$[50]

PURCHASE PAYMENTS: \$[1 million; higher amounts may be accepted with our approval]

PURCHASE PAYMENT PERIOD: [1] Contract Year[s] from the Issue Date

[MORTALITY AND EXPENSE RISK (M&E) CHARGE:

[During the Accumulation Phase, the total M&E Charge is [1.60]% which is the annualized rate.]

[During the Accumulation Phase, the total M&E Charge is [1.90]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit.]

[During the Annuity Phase, the M&E Charge is [1.15]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]]

[Please refer to the optional benefit Contract Schedule for applicable Mortality and Expense Risk Charges.]

MAXIMUM M&E CHARGE FOR OPTIONAL BENEFITS/CHANGE IN BENEFITS:

Benefit	Maximum M&E Charge
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase]	[1.75]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with joint Lifetime Plus Payments after issue or for joint Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase]	[1.75]%]

The maximums shown above are for all optional benefits available under the contract and not necessarily the benefits you selected. Not all options/changes may be available to you.

CONTRACT MAINTENANCE CHARGE: The Contract Maintenance Charge is \$[50.00] each Contract Year. We deduct the Contract Maintenance Charge from the Contract Value on the last day of each Contract Year while this contract is in force. If the last day of the Contract Year is not a Business Day we deduct the charge on the next Business Day. We deduct the Contract Maintenance Charge from the Investment Options proportionately based on the amount of the Contract Value in each Investment Option relative to the total Contract Value.

During the Accumulation Phase, we do not deduct the Contract Maintenance Charge if your Contract Value at the time we are to deduct the charge is at least \$[100,000]. If you take a total withdrawal on a date other than a Contract Anniversary we deduct the full Contract Maintenance Charge. In the event you own more than one contract of the same type issued by the Company, we determine the total Contract Value for all of the contracts. If the total value for all of the contracts is at least \$[100,000] at the time we are to deduct the charge, we do not assess the Contract Maintenance Charge. If the Contract Owner is a non-individual, we look to the Annuitant to determine if we assess the charge.

During the Annuity Phase, we deduct the Contract Maintenance Charge proportionately from each Annuity Payment. During the Annuity Phase, if the total Contract Value for all the Owner's contracts is at least \$[100,000] on the Income Date, we do not assess the Contract Maintenance Charge.

TRANSFERS:

NUMBER OF FREE TRANSFERS PERMITTED: Currently, there are no limits on the number of transfers that you can make. We reserve the right to change this. You are currently allowed [12] free transfers each Contract Year. This applies to transfers during both the Accumulation Phase and Annuity Phase.

TRANSFER FEE: We reserve the right to charge a fee of \$[25] for each transfer you make in excess of the free transfers permitted. We do not count transfers we make at the end of the Right to Examine period, any transfers made pursuant to a regularly scheduled transfer, or other transfers under programs specifically waiving the Transfer Fee in determining the application of the Transfer Fee.

WITHDRAWALS:

WITHDRAWAL CHARGE: During the Accumulation Phase, we assess a Withdrawal Charge against Purchase Payments withdrawn on a first-in-first-out (FIFO) basis. We calculate the charge at the time of each withdrawal. We take withdrawals from your contract in the following order.

- 1. Purchase Payments that are beyond the withdrawal charge period shown below.
- 2. Purchase Payments that are available under the Free Withdrawal Privilege. We do not assess a Withdrawal Charge on these payments.
- 3. Purchase Payments that are within the withdrawal charge period shown below on a FIFO basis.
- 4. Any contract earnings. We do not assess a Withdrawal Charge on earnings.

WITHDRAWAL CHARGE (as a percentage of each Purchase Payment withdrawn)

Number of Complete Years Since Receipt of Purchase Payment	Charge
[0	8.5%
1	7.5%
2	5.5%
3	3%
4 years or more	0%]

FREE WITHDRAWAL PRIVILEGE: Each Contract Year during the Accumulation Phase, you can take multiple withdrawals that when added together do not exceed [10]% of total Purchase Payments, without incurring a Withdrawal Charge. This Free Withdrawal Privilege is non-cumulative. If you take a full withdrawal we assess a Withdrawal Charge with no reductions for the Free Withdrawal Privilege.

MINIMUM PARTIAL WITHDRAWAL: \$[500]

MINIMUM CONTRACT VALUE THAT MUST REMAIN IN THE CONTRACT AFTER A PARTIAL WITHDRAWAL:
\$[2,000]

MINIMUM ANNUITY PAYMENT: \$[100]

RIDERS:

[Lifetime Plus II Benefit Rider]
[Lifetime Plus 10 Benefit Rider]
[Asset Allocation Rider]
[Target Date Retirement Benefit Rider]
[Target Benefit Asset Allocation Rider]
[Quarterly Value Death Benefit Rider]
[Waiver of Withdrawal Charge Rider]
[Individual Retirement Annuity Endorsement]
[Roth Individual Retirement Annuity Endorsement]
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[P.O. Box 1122
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ANNUITY PAYMENT TABLES

Table A below shows the guaranteed amount of Annuity Payment for each \$1,000 of value applied under a fixed Annuity Option. Table A is based on an interest rate of 2 ½% per year and the 1983(a) Individual Mortality Table with mortality improvement projected 30 years using Mortality Projection Scale G.

Table B below shows the amount of the first monthly variable Annuity Payment, based on an Assumed Investment Rate of 5%, for each \$1,000 of value applied under a variable Annuity Option.

The amount of such Annuity Payments under Annuity Options 1, 2 and 5 depends on the sex and Age of the Annuitant on the Income Date. The amount of such Annuity Payments under Option 3 and 4 depends on the sex and the Age of the Annuitant and Joint Annuitant on the Income Date. Any amounts not shown for Ages, guaranteed periods or other Annuity Options are provided upon request.

Table A - Guaranteed Monthly Annuity Payments Per \$1,000 of Value										
Fixed Annuity Options										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	2.85	2.72	2.84	2.72	2.84	2.71	2.61	2.61	2.81	2.70
40	3.17	2.97	3.16	2.97	3.14	2.96	2.82	2.82	3.10	2.94
50	3.67	3.38	3.65	3.37	3.58	3.34	3.14	3.14	3.51	3.29
60	4.50	4.03	4.43	4.01	4.18	3.90	3.67	3.67	4.13	3.84
70	6.03	5.23	5.70	5.10	4.83	4.62	4.59	4.58	5.11	4.72
80	8.92	7.68	7.43	6.88	5.21	5.16	6.40	6.21	6.66	6.18
90	14.75	13.12	8.94	8.74	5.27	5.27	10.23	8.42	9.39	8.81

Table B - Guaranteed Initial Monthly Annuity Payment Per \$1,000 of Proceeds										
Variable Annuity Options Based on 5% Assumed Investment Rate										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	4.46	4.36	4.46	4.35	4.45	4.35	4.27	4.27	4.44	4.35
40	4.72	4.55	4.71	4.55	4.68	4.53	4.41	4.41	4.68	4.53
50	5.18	4.89	5.14	4.87	5.04	4.83	4.65	4.65	5.06	4.83
60	5.96	5.49	5.86	5.45	5.56	5.31	5.10	5.10	5.70	5.36
70	7.49	6.65	7.07	6.47	6.13	5.94	5.96	5.94	6.77	6.27
80	10.42	9.12	8.68	8.16	6.46	6.41	7.72	7.50	8.54	7.94
90	16.30	14.63	10.08	9.89	6.51	6.51	11.54	9.58	11.63	10.92

LIFETIME PLUS 10 BENEFIT CONTRACT SCHEDULE

OWNER:	[John Doe]	CONTRACT NUMBER:	[??687456]
JOINT OWNER:	[Jane Doe]		
ANNUITANT:	[John Doe]		

MINIMUM INITIAL CONTRACT VALUE: \$[10,000 or \$25,000 with the No Withdrawal Charge Option]

MORTALITY AND EXPENSE RISK (M&E) CHARGE:

{Base}

[During the Accumulation Phase, the total M&E Charge is [1.95]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.25]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.10]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.40]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.15]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Shortened W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.40]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity reducing to [1.15]% on and after the fourth Contract Anniversary, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.70]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity, reducing to [1.15]% on and after the fourth Contract Anniversary, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.55]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity reducing to [1.15]% on and after the fourth Contract Anniversary, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is e [2.85]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity, reducing to [1.15]% on and after the fourth Contract Anniversary, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.15]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{No W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.55]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.85]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.70]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [3.00]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.15]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

LIFETIME PLUS 10 BENEFIT:

COVERED PERSON(S): [John Doe]
[Jane Doe]

RIDER EFFECTIVE DATE: [04/15/08]

MAXIMUM AGE FOR SELECTING THE LIFETIME PLUS 10 BENEFIT: The older Covered Person must be age [80] or younger as of the Rider Effective Date.

EARLIEST BENEFIT DATE: [15] calendar days after we receive your Authorized Request for Lifetime Plus Payments at the Service Center. The Benefit Date must be the [1st or 15th] of a calendar month.

FREE WITHDRAWAL PRIVILEGE: The Free Withdrawal Privilege is no longer available to you on or after the Benefit Date.

MINIMUM LIFETIME PLUS PAYMENT: \$[100]

AGES AT WHICH YOU CAN EXERCISE THE LIFETIME PLUS 10 BENEFIT: All Covered Persons must be at least age [65] and no Covered Person can be over age [90] on the Benefit Date.

ANNUAL MAXIMUM LIFETIME PLUS PAYMENT TABLE:

Age band of the Covered Person, or younger Covered Person for joint Lifetime Plus Payments	Annual Maximum Lifetime Plus Payment percentage
[65 to 79]	5%
[80 or older]	6%

TARGET DATE RETIREMENT BENEFIT CONTRACT SCHEDULE

OWNER: [John Doe] **CONTRACT NUMBER:** [??687456]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

MINIMUM INITIAL CONTRACT VALUE: \$[10,000 or \$25,000 with the No Withdrawal Charge Option]

PURCHASE PAYMENT PERIOD: [3] Contract Years from the Rider Effective Date

MORTALITY AND EXPENSE RISK (M&E) CHARGE:

{Base}

[During the Accumulation Phase, the total M&E Charge is [1.55]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Accumulation Phase, the total M&E Charge is [1.85]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Annuity Phase, the M&E Charge is [1.15]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Shortened W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.00]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity reducing to [1.15]% after Contract Year 4, and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.30]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity reducing to [1.15]% after Contract Year 4, and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Annuity Phase, the M&E Charge is [1.15]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

TARGET DATE RETIREMENT BENEFIT:

RIDER EFFECTIVE DATE: [04/15/08]

INITIAL TARGET VALUE DATE: [04/15/18]

MINIMUM NUMBER OF CONTRACT YEARS TO THE INITIAL TARGET VALUE DATE: [7]

MAXIMUM AGE FOR SELECTING THE TARGET DATE RETIREMENT BENEFIT: The older Owner must be age [80] or younger as of the Rider Effective Date. If the contract is owned by a non-individual, the Annuitant must be age [80] or younger as of the Rider Effective Date.

LIFETIME PLUS II BENEFIT CONTRACT SCHEDULE

OWNER:	[John Doe]	CONTRACT NUMBER:	[??687456]
JOINT OWNER:	[Jane Doe]		
ANNUITANT:	[John Doe]		

MINIMUM INITIAL CONTRACT VALUE: \$[10,000 or \$25,000 with the No Withdrawal Charge Option]

MORTALITY AND EXPENSE RISK (M&E) CHARGE:

{Base}

[During the Accumulation Phase, the total M&E Charge is [1.95]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.25]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.10]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.40]% which is the annualized rate. The total M&E Charge includes a charge of [1.15]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.15]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Shortened W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.40]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity reducing to [1.15]% on and after the fourth Contract Anniversary, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.70]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity reducing to [1.15]% on and after the fourth Contract Anniversary, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.55]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity reducing to [1.15]% on and after the fourth Contract Anniversary, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.85]% which is the annualized rate. The total M&E Charge includes a charge of [1.60]% for the annuity reducing to [1.15]% on and after the fourth Contract Anniversary, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.15]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

No W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.55]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.85]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.70]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [3.00]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.15]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

LIFETIME PLUS II BENEFIT:

COVERED PERSON(S): [John Doe]
[Jane Doe]

RIDER EFFECTIVE DATE: [04/15/08]

MAXIMUM AGE FOR SELECTING THE LIFETIME PLUS II BENEFIT: The older Covered Person must be age [80] or younger as of the Rider Effective Date.

EARLIEST BENEFIT DATE: [15] calendar days after we receive your Authorized Request for Lifetime Plus Payments at the Service Center. The Benefit Date must be the [1st or 15th] of a calendar month.

FREE WITHDRAWAL PRIVILEGE: The Free Withdrawal Privilege is no longer available to you on or after the Benefit Date.

MINIMUM LIFETIME PLUS PAYMENT: \$[100]

AGES AT WHICH YOU CAN EXERCISE THE LIFETIME PLUS II BENEFIT: All Covered Persons must be at least age [50] and no Covered Person can be over age [90] on the Benefit Date.

ANNUAL MAXIMUM LIFETIME PLUS PAYMENT TABLE:

Age band of the Covered Person, or younger Covered Person for joint Lifetime Plus Payments	Annual Maximum Lifetime Plus Payment percentage
[50 to 59	4%
60 to 69	5%
70 to 79	6%
80 or older	7%]

CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: \$[10,000]
**MINIMUM ADDITIONAL
PURCHASE PAYMENT:** \$[50]
**MAXIMUM TOTAL
PURCHASE PAYMENTS:** \$[1 million; higher amounts may be accepted with our approval]

[MORTALITY AND EXPENSE RISK (M&E) CHARGE:

[During the Accumulation Phase, the total M&E Charge is [1.40]% which is the annualized rate.]

[During the Accumulation Phase, the total M&E Charge is [1.70]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]]

[Please refer to the optional benefit Contract Schedule for applicable Mortality and Expense Risk Charges.]

MAXIMUM M&E CHARGE FOR OPTIONAL BENEFITS/CHANGE IN BENEFITS:

Benefit	Maximum M&E Charge
[Lifetime Plus Benefit: if you add the Lifetime Plus Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you reset the 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.50]%
[Lifetime Plus Benefit: if you add the Lifetime Plus Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you reset the 5% Annual Increase]	[1.65]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase]	[1.75]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with joint Lifetime Plus Payments after issue or for joint Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase]	[1.75]%]

The maximums shown above are for all optional benefits available under the contract and not necessarily the benefits you selected. Not all options/changes may be available to you.

CONTRACT MAINTENANCE CHARGE: The Contract Maintenance Charge is \$[50.00] each Contract Year. We deduct the Contract Maintenance Charge from the Contract Value on the last day of each Contract Year while this contract is in force. If the last day of the Contract Year is not a Business Day we deduct the charge on the next Business Day. We deduct the Contract Maintenance Charge from the Investment Options proportionately based on the amount of the Contract Value in each Investment Option relative to the total Contract Value.

During the Accumulation Phase, we do not deduct the Contract Maintenance Charge if your Contract Value at the time we are to deduct the charge is at least \$[100,000]. If you take a total withdrawal on a date other than a Contract Anniversary we deduct the full Contract Maintenance Charge. In the event you own more than one contract of the same type issued by the Company, we determine the total Contract Value for all of the contracts. If the total value for all of the contracts is at least \$[100,000] at the time we are to deduct the charge, we do not assess the Contract Maintenance Charge. If the Contract Owner is a non-individual, we look to the Annuitant to determine if we assess the charge.

During the Annuity Phase, we deduct the Contract Maintenance Charge proportionately from each Annuity Payment. During the Annuity Phase, if the total Contract Value for all the Owner's contracts is at least \$[100,000] on the Income Date, we do not assess the Contract Maintenance Charge.

TRANSFERS:

NUMBER OF FREE TRANSFERS PERMITTED: Currently, there are no limits on the number of transfers that you can make. We reserve the right to change this. You are currently allowed [12] free transfers each Contract Year. This applies to transfers during both the Accumulation Phase and Annuity Phase.

TRANSFER FEE: We reserve the right to charge a fee of \$[25] for each transfer you make in excess of the free transfers permitted. We do not count transfers we make at the end of the Right to Examine period, any transfers made pursuant to a regularly scheduled transfer, or other transfers under programs specifically waiving the Transfer Fee in determining the application of the Transfer Fee.

WITHDRAWALS:

WITHDRAWAL CHARGE: During the Accumulation Phase, we assess a Withdrawal Charge against Purchase Payments withdrawn on a first-in-first-out (FIFO) basis. We calculate the charge at the time of each withdrawal. We take withdrawals from your contract in the following order.

- 1. Purchase Payments that are beyond the withdrawal charge period shown below.
- 2. Purchase Payments that are available under the Free Withdrawal Privilege. We do not assess a Withdrawal Charge on these payments.
- 3. Purchase Payments that are within the withdrawal charge period shown below on a FIFO basis.
- 4. Any contract earnings. We do not assess a Withdrawal Charge on earnings.

WITHDRAWAL CHARGE (as a percentage of each Purchase Payment withdrawn)

Number of Complete Years Since Receipt of Purchase Payment	Charge
[0	8.5%
1	8.5%
2	7.5%
3	6.5%
4	5%
5	4%
6	3%
7 years or more	0%]

FREE WITHDRAWAL PRIVILEGE: Each Contract Year during the Accumulation Phase, you can take multiple withdrawals that when added together do not exceed [12]% of total Purchase Payments, without incurring a Withdrawal Charge. This Free Withdrawal Privilege is non-cumulative. If you take a full withdrawal we assess a Withdrawal Charge with no reductions for the Free Withdrawal Privilege.

MINIMUM PARTIAL WITHDRAWAL: \$[500]

MINIMUM CONTRACT VALUE THAT MUST REMAIN IN THE CONTRACT AFTER A PARTIAL WITHDRAWAL: \$[2,000]

MINIMUM ANNUITY PAYMENT: \$[100]

RIDERS:

[Lifetime Plus Benefit Rider]
[Lifetime Plus II Benefit Rider]
[Lifetime Plus 10 Benefit Rider]
[Asset Allocation Rider]
[Target Date Retirement Benefit Rider]
[Target Benefit Asset Allocation Rider]
[Quarterly Value Death Benefit Rider]
[Waiver of Withdrawal Charge Rider]
[Individual Retirement Annuity Endorsement]
[Roth Individual Retirement Annuity Endorsement]
[Unisex Endorsement]
[Pension Plan and Profit Sharing Plan Endorsement]

SERVICE CENTER: [ALLIANZ] SERVICE CENTER
[P.O. Box 1122
Southeastern, PA 19398-1122
800-624-0197]

ANNUITY PAYMENT TABLES

Table A below shows the guaranteed amount of Annuity Payment for each \$1,000 of value applied under a fixed Annuity Option. Table A is based on an interest rate of 2 ½% per year and the 1983(a) Individual Mortality Table with mortality improvement projected 30 years using Mortality Projection Scale G.

Table B below shows the amount of the first monthly variable Annuity Payment, based on an Assumed Investment Rate of 5%, for each \$1,000 of value applied under a variable Annuity Option.

The amount of such Annuity Payments under Annuity Options 1, 2 and 5 depends on the sex and Age of the Annuitant on the Income Date. The amount of such Annuity Payments under Option 3 and 4 depends on the sex and the Age of the Annuitant and Joint Annuitant on the Income Date. Any amounts not shown for Ages, guaranteed periods or other Annuity Options are provided upon request.

Table A - Guaranteed Monthly Annuity Payments Per \$1,000 of Value										
Fixed Annuity Options										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	2.85	2.72	2.84	2.72	2.84	2.71	2.61	2.61	2.81	2.70
40	3.17	2.97	3.16	2.97	3.14	2.96	2.82	2.82	3.10	2.94
50	3.67	3.38	3.65	3.37	3.58	3.34	3.14	3.14	3.51	3.29
60	4.50	4.03	4.43	4.01	4.18	3.90	3.67	3.67	4.13	3.84
70	6.03	5.23	5.70	5.10	4.83	4.62	4.59	4.58	5.11	4.72
80	8.92	7.68	7.43	6.88	5.21	5.16	6.40	6.21	6.66	6.18
90	14.75	13.12	8.94	8.74	5.27	5.27	10.23	8.42	9.39	8.81

Table B - Guaranteed Initial Monthly Annuity Payment Per \$1,000 of Proceeds										
Variable Annuity Options Based on 5% Assumed Investment Rate										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	4.46	4.36	4.46	4.35	4.45	4.35	4.27	4.27	4.44	4.35
40	4.72	4.55	4.71	4.55	4.68	4.53	4.41	4.41	4.68	4.53
50	5.18	4.89	5.14	4.87	5.04	4.83	4.65	4.65	5.06	4.83
60	5.96	5.49	5.86	5.45	5.56	5.31	5.10	5.10	5.70	5.36
70	7.49	6.65	7.07	6.47	6.13	5.94	5.96	5.94	6.77	6.27
80	10.42	9.12	8.68	8.16	6.46	6.41	7.72	7.50	8.54	7.94
90	16.30	14.63	10.08	9.89	6.51	6.51	11.54	9.58	11.63	10.92

CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: \$[10,000]

**MINIMUM ADDITIONAL
PURCHASE PAYMENT:** \$[50]

**MAXIMUM TOTAL
PURCHASE PAYMENTS:** \$[1 million; higher amounts may be accepted with our approval]

BONUS RATE: [6]%

BONUS VESTING SCHEDULE:

[Number of Complete Years Since Purchase Payment Receipt]	Vesting Percentage
0	0%
1	35%
2	70%
3+	100%]

[MORTALITY AND EXPENSE RISK (M&E) CHARGE:

[During the Accumulation Phase, the total M&E Charge is [1.70]% which is the annualized rate.]

[During the Accumulation Phase, the total M&E Charge is [2.00]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit.]

[During the Annuity Phase, the M&E Charge is [1.70]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]]

[Please refer to the optional benefit Contract Schedule for applicable Mortality and Expense Risk Charges.]

MAXIMUM M&E CHARGE FOR OPTIONAL BENEFITS/CHANGE IN BENEFITS:

Benefit	Maximum M&E Charge
[Lifetime Plus Benefit: if you add the Lifetime Plus Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you reset the 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.50]%
[Lifetime Plus Benefit: if you add the Lifetime Plus Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you reset the 5% Annual Increase]	[1.65]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase]	[1.75]%

[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with joint Lifetime Plus Payments after issue or for joint Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase]	[1.75]%]

The maximums shown above are for all optional benefits available under the contract and not necessarily the benefits you selected. Not all options/changes may be available to you.

CONTRACT MAINTENANCE CHARGE: The Contract Maintenance Charge is \$[50.00] each Contract Year. We deduct the Contract Maintenance Charge from the Bonus Value on the last day of each Contract Year while this contract is in force. If the last day of the Contract Year is not a Business Day we deduct the charge on the next Business Day. We deduct the Contract Maintenance Charge from the Investment Options proportionately based on the amount of the Bonus Value in each Investment Option relative to the total Bonus Value.

During the Accumulation Phase, we do not deduct the Contract Maintenance Charge if your Bonus Value at the time we are to deduct the charge is at least \$[100,000]. If you take a total withdrawal on a date other than a Contract Anniversary we deduct the full Contract Maintenance Charge. In the event you own more than one contract of the same type issued by the Company, we determine the total Bonus Value for all of the contracts. If the total value for all of the contracts is at least \$[100,000] at the time we are to deduct the charge, we do not assess the Contract Maintenance Charge. If the Contract Owner is a non-individual, we look to the Annuitant to determine if we assess the charge.

During the Annuity Phase, we deduct the Contract Maintenance Charge proportionately from each Annuity Payment. During the Annuity Phase, if the total Contract Value for all the Owner's contracts is at least \$[100,000] on the Income Date, we do not assess the Contract Maintenance Charge.

TRANSFERS:

NUMBER OF FREE TRANSFERS PERMITTED: Currently, there are no limits on the number of transfers that you can make. We reserve the right to change this. You are currently allowed [12] free transfers each Contract Year. This applies to transfers during both the Accumulation Phase and Annuity Phase.

TRANSFER FEE: We reserve the right to charge a fee of \$[25] for each transfer you make in excess of the free transfers permitted. We do not count transfers we make at the end of the Right to Examine period, any transfers made pursuant to a regularly scheduled transfer, or other transfers under programs specifically waiving the Transfer Fee in determining the application of the Transfer Fee.

WITHDRAWALS:

WITHDRAWAL CHARGE: During the Accumulation Phase, we assess a Withdrawal Charge against Purchase Payments withdrawn on a first-in-first-out (FIFO) basis. We calculate the charge at the time of each withdrawal. We take withdrawals from your contract in the following order.

1. Purchase Payments that are beyond the withdrawal charge period shown below.
2. Purchase Payments that are available under the Free Withdrawal Privilege. We do not assess a Withdrawal Charge on these payments.
3. Purchase Payments that are within the withdrawal charge period shown below on a FIFO basis.
4. Any contract earnings. We do not assess a Withdrawal Charge on earnings. We treat the Bonus and any earnings on the Bonus as contract earnings.

WITHDRAWAL CHARGE (as a percentage of each Purchase Payment withdrawn)

Number of Complete Years Since Receipt of Purchase Payment	Charge
[0	8.5%
1	8.5%
2	8.5%
3	8%
4	7%
5	6%
6	5%
7	4%
8	3%
9 years or more	0%]

FREE WITHDRAWAL PRIVILEGE: Each Contract Year during the Accumulation Phase, you can take multiple withdrawals that when added together do not exceed [12]% of total Purchase Payments, without incurring a Withdrawal Charge. This Free Withdrawal Privilege is non-cumulative. If you take a full withdrawal we assess a Withdrawal Charge with no reductions for the Free Withdrawal Privilege.

MINIMUM PARTIAL WITHDRAWAL: \$[500]

MINIMUM CONTRACT VALUE THAT MUST REMAIN IN THE CONTRACT AFTER A PARTIAL WITHDRAWAL:
\$[2,000]

MINIMUM ANNUITY PAYMENT: \$[100]

RIDERS:

[Lifetime Plus Benefit Rider]
[Lifetime Plus II Benefit Rider]
[Lifetime Plus 10 Benefit Rider]
[Asset Allocation Rider]
[Target Date Retirement Benefit Rider]
[Target Benefit Asset Allocation Rider]
[Quarterly Value Death Benefit Rider]
[Waiver of Withdrawal Charge Rider]
[Individual Retirement Annuity Endorsement]
[Roth Individual Retirement Annuity Endorsement]
[Unisex Endorsement]
[Pension Plan and Profit Sharing Plan Endorsement]

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[P.O. Box 1122
Southeastern, PA 19398-1122
800-624-0197]

ANNUITY PAYMENT TABLES

Table A below shows the guaranteed amount of Annuity Payment for each \$1,000 of value applied under a fixed Annuity Option. Table A is based on an interest rate of 2 ½% per year and the 1983(a) Individual Mortality Table with mortality improvement projected 30 years using Mortality Projection Scale G.

Table B below shows the amount of the first monthly variable Annuity Payment, based on an Assumed Investment Rate of 5%, for each \$1,000 of value applied under a variable Annuity Option.

The amount of such Annuity Payments under Annuity Options 1, 2 and 5 depends on the sex and Age of the Annuitant on the Income Date. The amount of such Annuity Payments under Option 3 and 4 depends on the sex and the Age of the Annuitant and Joint Annuitant on the Income Date. Any amounts not shown for Ages, guaranteed periods or other Annuity Options are provided upon request.

Table A - Guaranteed Monthly Annuity Payments Per \$1,000 of Value										
Fixed Annuity Options										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	2.85	2.72	2.84	2.72	2.84	2.71	2.61	2.61	2.81	2.70
40	3.17	2.97	3.16	2.97	3.14	2.96	2.82	2.82	3.10	2.94
50	3.67	3.38	3.65	3.37	3.58	3.34	3.14	3.14	3.51	3.29
60	4.50	4.03	4.43	4.01	4.18	3.90	3.67	3.67	4.13	3.84
70	6.03	5.23	5.70	5.10	4.83	4.62	4.59	4.58	5.11	4.72
80	8.92	7.68	7.43	6.88	5.21	5.16	6.40	6.21	6.66	6.18
90	14.75	13.12	8.94	8.74	5.27	5.27	10.23	8.42	9.39	8.81

Table B - Guaranteed Initial Monthly Annuity Payment Per \$1,000 of Proceeds										
Variable Annuity Options Based on 5% Assumed Investment Rate										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	4.46	4.36	4.46	4.35	4.45	4.35	4.27	4.27	4.44	4.35
40	4.72	4.55	4.71	4.55	4.68	4.53	4.41	4.41	4.68	4.53
50	5.18	4.89	5.14	4.87	5.04	4.83	4.65	4.65	5.06	4.83
60	5.96	5.49	5.86	5.45	5.56	5.31	5.10	5.10	5.70	5.36
70	7.49	6.65	7.07	6.47	6.13	5.94	5.96	5.94	6.77	6.27
80	10.42	9.12	8.68	8.16	6.46	6.41	7.72	7.50	8.54	7.94
90	16.30	14.63	10.08	9.89	6.51	6.51	11.54	9.58	11.63	10.92

CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: \$[25,000]

**MINIMUM ADDITIONAL
PURCHASE PAYMENT:** \$[50]

**MAXIMUM TOTAL
PURCHASE PAYMENTS:** \$[1 million; higher amounts may be accepted with our approval]

Please refer to the Contract Schedule for the Required Benefit Rider for applicable Mortality and Expense Risk Charges.

MAXIMUM M&E CHARGE FOR OPTIONAL BENEFITS/CHANGE IN BENEFITS:

Benefit	Maximum M&E Charge
[Lifetime Plus Benefit: if you add the Lifetime Plus Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you reset the 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.50]%
[Lifetime Plus Benefit: if you add the Lifetime Plus Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you reset the 5% Annual Increase]	[1.65]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase]	[1.75]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with joint Lifetime Plus Payments after issue or for joint Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase]	[1.75]%

The maximums shown above are for all optional benefits available under the contract and not necessarily the benefits you selected. Not all options/changes may be available to you.

CONTRACT MAINTENANCE CHARGE: The Contract Maintenance Charge is \$[50.00] each Contract Year. We deduct the Contract Maintenance Charge from the Contract Value on the last day of each Contract Year while this contract is in force. If the last day of the Contract Year is not a Business Day we deduct the charge on the next Business Day. We deduct the Contract Maintenance Charge from the Investment Options proportionately based on the amount of the Contract Value in each Investment Option relative to the total Contract Value.

During the Accumulation Phase, we do not deduct the Contract Maintenance Charge if your Contract Value at the time we are to deduct the charge is at least \$[100,000]. If you take a total withdrawal on a date other than a Contract Anniversary we deduct the full Contract Maintenance Charge. In the event you own more than one contract of the same type issued by the Company, we determine the total Contract Value for all of the contracts. If the total value for all of the contracts is at least \$[100,000] at the time we are to deduct the charge, we do not assess the Contract Maintenance Charge. If the Contract Owner is a non-individual, we look to the Annuitant to determine if we assess the charge.

During the Annuity Phase, we deduct the Contract Maintenance Charge proportionately from each Annuity Payment. During the Annuity Phase, if the total Contract Value for all the Owner's contracts is at least \$[100,000] on the Income Date, we do not assess the Contract Maintenance Charge.

TRANSFERS:

NUMBER OF FREE TRANSFERS PERMITTED: Currently, there are no limits on the number of transfers that you can make. We reserve the right to change this. You are currently allowed [12] free transfers each Contract Year. This applies to transfers during both the Accumulation Phase and Annuity Phase.

TRANSFER FEE: We reserve the right to charge a fee of \$[25] for each transfer you make in excess of the free transfers permitted. We do not count transfers we make at the end of the Right to Examine period, any transfers made pursuant to a regularly scheduled transfer, or other transfers under programs specifically waiving the Transfer Fee in determining the application of the Transfer Fee.

WITHDRAWAL CHARGE: NONE

MINIMUM PARTIAL WITHDRAWAL: \$[500]

MINIMUM CONTRACT VALUE THAT MUST REMAIN IN THE CONTRACT AFTER A PARTIAL WITHDRAWAL: \$[2,000]

MINIMUM ANNUITY PAYMENT: \$[100]

REQUIRED BENEFIT RIDER: [Target Date Retirement Benefit Rider, Lifetime Plus Benefit Rider, Lifetime Plus II Benefit Rider, or Lifetime Plus 10 Benefit Rider]

RIDERS:

- [Lifetime Plus Benefit Rider]
- [Lifetime Plus II Benefit Rider]
- [Lifetime Plus 10 Benefit Rider]
- [Asset Allocation Rider]
- [Target Date Retirement Benefit Rider]
- [Target Benefit Asset Allocation Rider]
- [Quarterly Value Death Benefit Rider]
- [Waiver of Withdrawal Charge Rider]
- [Individual Retirement Annuity Endorsement]
- [Roth Individual Retirement Annuity Endorsement]
- [Unisex Endorsement]
- [Pension Plan and Profit Sharing Plan Endorsement]

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[P.O. Box 1122
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ANNUITY PAYMENT TABLES

Table A below shows the guaranteed amount of Annuity Payment for each \$1,000 of value applied under a fixed Annuity Option. Table A is based on an interest rate of 2 ½% per year and the 1983(a) Individual Mortality Table with mortality improvement projected 30 years using Mortality Projection Scale G.

Table B below shows the amount of the first monthly variable Annuity Payment, based on an Assumed Investment Rate of 5%, for each \$1,000 of value applied under a variable Annuity Option.

The amount of such Annuity Payments under Annuity Options 1, 2 and 5 depends on the sex and Age of the Annuitant on the Income Date. The amount of such Annuity Payments under Option 3 and 4 depends on the sex and the Age of the Annuitant and Joint Annuitant on the Income Date. Any amounts not shown for Ages, guaranteed periods or other Annuity Options are provided upon request.

Table A - Guaranteed Monthly Annuity Payments Per \$1,000 of Value										
Fixed Annuity Options										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	2.85	2.72	2.84	2.72	2.84	2.71	2.61	2.61	2.81	2.70
40	3.17	2.97	3.16	2.97	3.14	2.96	2.82	2.82	3.10	2.94
50	3.67	3.38	3.65	3.37	3.58	3.34	3.14	3.14	3.51	3.29
60	4.50	4.03	4.43	4.01	4.18	3.90	3.67	3.67	4.13	3.84
70	6.03	5.23	5.70	5.10	4.83	4.62	4.59	4.58	5.11	4.72
80	8.92	7.68	7.43	6.88	5.21	5.16	6.40	6.21	6.66	6.18
90	14.75	13.12	8.94	8.74	5.27	5.27	10.23	8.42	9.39	8.81

Table B - Guaranteed Initial Monthly Annuity Payment Per \$1,000 of Proceeds										
Variable Annuity Options Based on 5% Assumed Investment Rate										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	4.46	4.36	4.46	4.35	4.45	4.35	4.27	4.27	4.44	4.35
40	4.72	4.55	4.71	4.55	4.68	4.53	4.41	4.41	4.68	4.53
50	5.18	4.89	5.14	4.87	5.04	4.83	4.65	4.65	5.06	4.83
60	5.96	5.49	5.86	5.45	5.56	5.31	5.10	5.10	5.70	5.36
70	7.49	6.65	7.07	6.47	6.13	5.94	5.96	5.94	6.77	6.27
80	10.42	9.12	8.68	8.16	6.46	6.41	7.72	7.50	8.54	7.94
90	16.30	14.63	10.08	9.89	6.51	6.51	11.54	9.58	11.63	10.92

CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: \$[10,000]

**MINIMUM ADDITIONAL
PURCHASE PAYMENT:** \$[50]

**MAXIMUM TOTAL
PURCHASE PAYMENTS:** \$[1 million; higher amounts may be accepted with our approval]

[MORTALITY AND EXPENSE RISK (M&E) CHARGE:

[During the Accumulation Phase, the total M&E Charge is [1.65]% which is the annualized rate.]

[During the Accumulation Phase, the total M&E Charge is [1.95]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]]

[Please refer to the optional benefit Contract Schedule for applicable Mortality and Expense Risk Charges.]

MAXIMUM M&E CHARGE FOR OPTIONAL BENEFITS/CHANGE IN BENEFITS:

Benefit	Maximum M&E Charge
[Lifetime Plus Benefit: if you add the Lifetime Plus Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you reset the 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.50]%
[Lifetime Plus Benefit: if you add the Lifetime Plus Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you reset the 5% Annual Increase]	[1.65]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus II Benefit: if you add the Lifetime Plus II Benefit with joint Lifetime Plus Payments after issue, or for joint Lifetime Plus Payments if you receive an automatic reset of the Enhanced 5% Annual Increase]	[1.75]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with single Lifetime Plus Payments after issue, or for single Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase, or if you selected joint Lifetime Plus Payments and you drop a Covered Person]	[1.60]%
[Lifetime Plus 10 Benefit: if you add the Lifetime Plus 10 Benefit with joint Lifetime Plus Payments after issue or for joint Lifetime Plus Payments if you receive an automatic reset of the 10% Annual Increase]	[1.75]%]

The maximums shown above are for all optional benefits available under the contract and not necessarily the benefits you selected. Not all options/changes may be available to you.

CONTRACT MAINTENANCE CHARGE: The Contract Maintenance Charge is \$[50.00] each Contract Year. We deduct the Contract Maintenance Charge from the Contract Value on the last day of each Contract Year while this contract is in force. If the last day of the Contract Year is not a Business Day we deduct the charge on the next Business Day. We deduct the Contract Maintenance Charge from the Investment Options proportionately based on the amount of the Contract Value in each Investment Option relative to the total Contract Value.

During the Accumulation Phase, we do not deduct the Contract Maintenance Charge if your Contract Value at the time we are to deduct the charge is at least \$[100,000]. If you take a total withdrawal on a date other than a Contract Anniversary we deduct the full Contract Maintenance Charge. In the event you own more than one contract of the same type issued by the Company, we determine the total Contract Value for all of the contracts. If the total value for all of the contracts is at least \$[100,000] at the time we are to deduct the charge, we do not assess the Contract Maintenance Charge. If the Contract Owner is a non-individual, we look to the Annuitant to determine if we assess the charge.

During the Annuity Phase, we deduct the Contract Maintenance Charge proportionately from each Annuity Payment. During the Annuity Phase, if the total Contract Value for all the Owner's contracts is at least \$[100,000] on the Income Date, we do not assess the Contract Maintenance Charge.

TRANSFERS:

NUMBER OF FREE TRANSFERS PERMITTED: Currently, there are no limits on the number of transfers that you can make. We reserve the right to change this. You are currently allowed [12] free transfers each Contract Year. This applies to transfers during both the Accumulation Phase and Annuity Phase.

TRANSFER FEE: We reserve the right to charge a fee of \$[25] for each transfer you make in excess of the free transfers permitted. We do not count transfers we make at the end of the Right to Examine period, any transfers made pursuant to a regularly scheduled transfer, or other transfers under programs specifically waiving the Transfer Fee in determining the application of the Transfer Fee.

WITHDRAWALS:

WITHDRAWAL CHARGE: During the Accumulation Phase, we assess a Withdrawal Charge against Purchase Payments withdrawn on a first-in-first-out (FIFO) basis. We calculate the charge at the time of each withdrawal. We take withdrawals from your contract in the following order.

- 1. Purchase Payments that are beyond the withdrawal charge period shown below.
- 2. Purchase Payments that are available under the Free Withdrawal Privilege. We do not assess a Withdrawal Charge on these payments.
- 3. Purchase Payments that are within the withdrawal charge period shown below on a FIFO basis.
- 4. Any contract earnings. We do not assess a Withdrawal Charge on earnings.

WITHDRAWAL CHARGE (as a percentage of each Purchase Payment withdrawn)

Number of Complete Years Since Receipt of Purchase Payment	Charge
[0	8.5%
1	7.5%
2	5.5%
3	3%
4 years or more	0%]

FREE WITHDRAWAL PRIVILEGE: Each Contract Year during the Accumulation Phase, you can take multiple withdrawals that when added together do not exceed [12]% of total Purchase Payments, without incurring a Withdrawal Charge. This Free Withdrawal Privilege is non-cumulative. If you take a full withdrawal we assess a Withdrawal Charge with no reductions for the Free Withdrawal Privilege.

MINIMUM PARTIAL WITHDRAWAL: \$[500]

MINIMUM CONTRACT VALUE THAT MUST REMAIN IN THE CONTRACT AFTER A PARTIAL WITHDRAWAL: \$[2,000]

MINIMUM ANNUITY PAYMENT: \$[100]

RIDERS:

[Lifetime Plus Benefit Rider]
[Lifetime Plus II Benefit Rider]
[Lifetime Plus 10 Benefit Rider]
[Asset Allocation Rider]
[Target Date Retirement Benefit Rider]
[Target Benefit Asset Allocation Rider]
[Quarterly Value Death Benefit Rider]
[Waiver of Withdrawal Charge Rider]
[Individual Retirement Annuity Endorsement]
[Roth Individual Retirement Annuity Endorsement]
[Unisex Endorsement]
[Pension Plan and Profit Sharing Plan Endorsement]

SERVICE CENTER: [ALLIANZ] SERVICE CENTER
[P.O. Box 1122
Southeastern, PA 19398-1122
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ANNUITY PAYMENT TABLES

Table A below shows the guaranteed amount of Annuity Payment for each \$1,000 of value applied under a fixed Annuity Option. Table A is based on an interest rate of 2 ½% per year and the 1983(a) Individual Mortality Table with mortality improvement projected 30 years using Mortality Projection Scale G.

Table B below shows the amount of the first monthly variable Annuity Payment, based on an Assumed Investment Rate of 5%, for each \$1,000 of value applied under a variable Annuity Option.

The amount of such Annuity Payments under Annuity Options 1, 2 and 5 depends on the sex and Age of the Annuitant on the Income Date. The amount of such Annuity Payments under Option 3 and 4 depends on the sex and the Age of the Annuitant and Joint Annuitant on the Income Date. Any amounts not shown for Ages, guaranteed periods or other Annuity Options are provided upon request.

Table A - Guaranteed Monthly Annuity Payments Per \$1,000 of Value										
Fixed Annuity Options										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	2.85	2.72	2.84	2.72	2.84	2.71	2.61	2.61	2.81	2.70
40	3.17	2.97	3.16	2.97	3.14	2.96	2.82	2.82	3.10	2.94
50	3.67	3.38	3.65	3.37	3.58	3.34	3.14	3.14	3.51	3.29
60	4.50	4.03	4.43	4.01	4.18	3.90	3.67	3.67	4.13	3.84
70	6.03	5.23	5.70	5.10	4.83	4.62	4.59	4.58	5.11	4.72
80	8.92	7.68	7.43	6.88	5.21	5.16	6.40	6.21	6.66	6.18
90	14.75	13.12	8.94	8.74	5.27	5.27	10.23	8.42	9.39	8.81

Table B - Guaranteed Initial Monthly Annuity Payment Per \$1,000 of Proceeds										
Variable Annuity Options Based on 5% Assumed Investment Rate										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	4.46	4.36	4.46	4.35	4.45	4.35	4.27	4.27	4.44	4.35
40	4.72	4.55	4.71	4.55	4.68	4.53	4.41	4.41	4.68	4.53
50	5.18	4.89	5.14	4.87	5.04	4.83	4.65	4.65	5.06	4.83
60	5.96	5.49	5.86	5.45	5.56	5.31	5.10	5.10	5.70	5.36
70	7.49	6.65	7.07	6.47	6.13	5.94	5.96	5.94	6.77	6.27
80	10.42	9.12	8.68	8.16	6.46	6.41	7.72	7.50	8.54	7.94
90	16.30	14.63	10.08	9.89	6.51	6.51	11.54	9.58	11.63	10.92

LIFETIME PLUS BENEFIT CONTRACT SCHEDULE

OWNER: [John Doe] CONTRACT NUMBER: [??687456]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

MINIMUM INITIAL CONTRACT VALUE: \$[10,000 or \$25,000 with the No Withdrawal Charge option]

MORTALITY AND EXPENSE RISK (M&E) CHARGE:

{Base}

[During the Accumulation Phase, the total M&E Charge is [2.10]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity and an additional M&E Charge of [0.70]% for single Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.40]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.70]% for single Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.25]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity and an additional M&E Charge of [0.85]% for joint Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.55]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.85]% for joint Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Bonus}

[During the Accumulation Phase, the total M&E Charge is [2.40]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity and an additional M&E Charge of [0.70]% for single Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.70]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.70]% for single Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.55]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity and an additional M&E Charge of [0.85]% for joint Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.85]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.85]% for joint Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Annuity Phase, the M&E Charge is [1.70]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Shortened W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.35]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity and an additional M&E Charge of [0.70]% for single Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.65]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.70]% for single Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.50]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity and an additional M&E Charge of [0.85]% for joint Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.80]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.85]% for joint Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{No W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.45]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.70]% for single Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.75]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.70]% for single Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.60]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.85]% for joint Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.90]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.85]% for joint Lifetime Plus Payments under the Lifetime Plus Benefit.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

LIFETIME PLUS BENEFIT:

COVERED PERSON(S): [John Doe]
[Jane Doe]

RIDER EFFECTIVE DATE: [01/15/08]

MAXIMUM AGE FOR SELECTING THE LIFETIME PLUS BENEFIT: The older Covered Person must be age [80] or younger as of the Rider Effective Date.

EARLIEST BENEFIT DATE: [15] calendar days after we receive your Authorized Request for Lifetime Plus Payments at the Service Center. The Benefit Date must be the [1st or 15th] of a calendar month.

FREE WITHDRAWAL PRIVILEGE: The Free Withdrawal Privilege is no longer available to you on or after the Benefit Date.

MINIMUM LIFETIME PLUS PAYMENT: \$[100]

AGES AT WHICH YOU CAN EXERCISE THE LIFETIME PLUS BENEFIT: All Covered Persons must be at least age [50] and no Covered Person can be over age [90] on the Benefit Date.

ANNUAL MAXIMUM LIFETIME PLUS PAYMENT TABLE:

Age band of the Covered Person, or younger Covered Person for joint <u>Lifetime Plus Payments</u>	Annual Maximum Lifetime Plus Payment <u>percentage</u>
[50 to 59	4%
60 to 69	5%
70 to 79	6%
80 or older	7%]

LIFETIME PLUS II BENEFIT CONTRACT SCHEDULE

OWNER: [John Doe] **CONTRACT NUMBER:** [??687456]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

MINIMUM INITIAL CONTRACT VALUE: \$[10,000 or \$25,000 with the No Withdrawal Charge option.]

MORTALITY AND EXPENSE RISK (M&E) CHARGE:

{Base}

[During the Accumulation Phase, the total M&E Charge is [2.20]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.50]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.35]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.65]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Bonus}

[During the Accumulation Phase, the total M&E Charge is [2.50]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.80]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.65]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.95]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.70]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Shortened W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.45]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.75]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.60]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.90]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{No W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.55]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.85]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.70]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [3.00]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

LIFETIME PLUS II BENEFIT:

COVERED PERSON(S): [John Doe]
[Jane Doe]

RIDER EFFECTIVE DATE: [04/15/08]

MAXIMUM AGE FOR SELECTING THE LIFETIME PLUS II BENEFIT: The older Covered Person must be age [80] or younger as of the Rider Effective Date.

EARLIEST BENEFIT DATE: [15] calendar days after we receive your Authorized Request for Lifetime Plus Payments at the Service Center. The Benefit Date must be the [1st or 15th] of a calendar month.

FREE WITHDRAWAL PRIVILEGE: The Free Withdrawal Privilege is no longer available to you on or after the Benefit Date.

MINIMUM LIFETIME PLUS PAYMENT: \$[100]

AGES AT WHICH YOU CAN EXERCISE THE LIFETIME PLUS II BENEFIT: All Covered Persons must be at least age [50] and no Covered Person can be over age [90] on the Benefit Date.

ANNUAL MAXIMUM LIFETIME PLUS PAYMENT TABLE:

Age band of the Covered Person, or younger Covered Person for joint <u>Lifetime Plus Payments</u>	Annual Maximum Lifetime Plus Payment <u>percentage</u>
[50 to 59	4%
60 to 69	5%
70 to 79	6%
80 or older	7%]

LIFETIME PLUS 10 BENEFIT CONTRACT SCHEDULE

OWNER:	[John Doe]	CONTRACT NUMBER:	[??687456]
JOINT OWNER:	[Jane Doe]		
ANNUITANT:	[John Doe]		

MINIMUM INITIAL CONTRACT VALUE: \$[10,000 or \$25,000 with the No Withdrawal Charge option]

MORTALITY AND EXPENSE RISK (M&E) CHARGE:

{Base}

[During the Accumulation Phase, the total M&E Charge is [2.20]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.50]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.35]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.65]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Bonus}

[During the Accumulation Phase, the total M&E Charge is [2.50]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.80]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.65]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.95]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.70]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Shortened W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.45]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.75]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus II Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.60]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.90]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{No W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.55]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.85]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.80]% for single Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for single Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [2.70]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Accumulation Phase, the total M&E Charge is [3.00]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity, an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.95]% for joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit. On and after the Benefit Date, the current M&E Charge for joint Lifetime Plus Payments decreases by [0.10]%.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

LIFETIME PLUS 10 BENEFIT:

COVERED PERSON(S): [John Doe]
[Jane Doe]

RIDER EFFECTIVE DATE: [04/15/08]

MAXIMUM AGE FOR SELECTING THE LIFETIME PLUS 10 BENEFIT: The older Covered Person must be age [80] or younger as of the Rider Effective Date.

EARLIEST BENEFIT DATE: [15] calendar days after we receive your Authorized Request for Lifetime Plus Payments at the Service Center. The Benefit Date must be the [1st or 15th] of a calendar month.

FREE WITHDRAWAL PRIVILEGE: The Free Withdrawal Privilege is no longer available to you on or after the Benefit Date.

MINIMUM LIFETIME PLUS PAYMENT: \$[100]

AGES AT WHICH YOU CAN EXERCISE THE LIFETIME PLUS 10 BENEFIT: All Covered Persons must be at least age [65] and no Covered Person can be over age [90] on the Benefit Date.

ANNUAL MAXIMUM LIFETIME PLUS PAYMENT TABLE:

Age band of the Covered Person, or younger Covered Person for joint <u>Lifetime Plus Payments</u>	Annual Maximum Lifetime Plus Payment <u>percentage</u>
[65 to 79]	5%]
[80 or older]	6%]

TARGET DATE RETIREMENT BENEFIT CONTRACT SCHEDULE

OWNER: [John Doe] **CONTRACT NUMBER:** [??687456]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

MINIMUM INITIAL CONTRACT VALUE: \$[10,000 or \$25,000 with the No Withdrawal Charge option]

PURCHASE PAYMENT PERIOD: [3] Contract Years from the Rider Effective Date

MORTALITY AND EXPENSE RISK (M&E) CHARGE:

{Base}

[During the Accumulation Phase, the total M&E Charge is [1.80]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.10]% which is the annualized rate. The total M&E Charge includes a charge of [1.40]% for the annuity and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Bonus}

[During the Accumulation Phase, the total M&E Charge is [2.10]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.40]% which is the annualized rate. The total M&E Charge includes a charge of [1.70]% for the annuity and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Annuity Phase, the M&E Charge is [1.70]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{Shortened W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.05]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.35]% which is the annualized rate. The total M&E Charge includes a charge of [1.65]% for the annuity and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

{No W/D Charge}

[During the Accumulation Phase, the total M&E Charge is [2.15]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Accumulation Phase, the total M&E Charge is [2.45]% which is the annualized rate. The total M&E Charge includes a charge of [1.75]% for the annuity and an additional M&E Charge of [0.30]% for the Quarterly Value Death Benefit, and an additional M&E Charge of [0.40]% for the Target Date Retirement Benefit.]

[During the Annuity Phase, the M&E Charge is [1.40]% which is the annualized rate.]

[The annualized rate is realized on a daily basis as a calculated percentage of the net asset value of the Investment Option.]

TARGET DATE RETIREMENT BENEFIT:

RIDER EFFECTIVE DATE: [04/15/08]

INITIAL TARGET VALUE DATE: [04/15/18]

MINIMUM NUMBER OF CONTRACT YEARS TO THE INITIAL TARGET VALUE DATE: [7]

MAXIMUM AGE FOR SELECTING THE TARGET DATE RETIREMENT BENEFIT: The older Owner must be age [80] or younger as of the Rider Effective Date. If the contract is owned by a non-individual, the Annuitant must be age [80] or younger as of the Rider Effective Date.

**INVESTMENT OPTIONS
CONTRACT SCHEDULE**

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

ALLOCATION GUIDELINES:

- [1. Currently, you can select up to [15] of the Investment Options.
2. Allocations must be made in whole percentages.]

INVESTMENT OPTIONS:

VARIABLE ACCOUNT: [Allianz Life Variable Account B]

Shown below are the Investment Options. There are no restrictions on your allocations to Groups A, B and C.

[Group A Investment Options
AZL COLUMBIA TECHNOLOGY
FRANKLIN GLOBAL COMMUNICATIONS SECURITIES
DAVIS VA FINANCIAL PORTFOLIO
PIMCO VIT COMMODITY PORTFOLIO
AZL SCHRODER EMERGING MARKETS EQUITY FUND
AZL VAN KAMPEN GLOBAL REAL ESTATE
AZL DREYFUS PREMIER SMALL CAP VALUE
AZL FRANKLIN SMALL CAP VALUE
AZL SCHRODER INTERNATIONAL SMALL CAP
AZL SMALL CAP STOCK INDEX
AZL OCC OPPORTUNITY
AZL TURNER QUANTITATIVE SMALL CAP GROWTH]
[Group B Investment Options
AZL NEUBERGER BERMAN REGENCY
OPCAP MID CAP
AZL VAN KAMPEN MID CAP GROWTH
AZL AIM INTERNATIONAL EQUITY
AZL OPPENHEIMER INTERNATIONAL GROWTH
AZL NACM INTERNATIONAL FUND
AZL OPPENHEIMER GLOBAL
AZL VAN KAMPEN GLOBAL FRANCHISE
MUTUAL DISCOVERY SECURITIES
TEMPLETON GROWTH SECURITIES
AZL DAVIS NY VENTURE
AZL OCC VALUE
AZL VAN KAMPEN GROWTH AND INCOME
AZL VAN KAMPEN COMSTOCK
MUTUAL SHARES SECURITIES
AZL FIRST TRUST TARGET DOUBLEPLAY
AZL JENNISON 20/20 FOCUS
AZL LEGG MASON VALUE
AZL PIMCO FUNDAMENTAL INDEXPLUS TOTAL RETURN
AZL OPPENHEIMER MAIN STREET
AZL S&P 500 INDEX FUND
AZL TARGETPLUS EQUITY
AZL DREYFUS FOUNDERS EQUITY GROWTH
AZL LEGG MASON GROWTH
AZL LMP LARGE CAP GROWTH
AZL JENNISON GROWTH]

[Group C Investment Options
AZL FUSION GROWTH
AZL FUSION MODERATE
AZL TARGETPLUS GROWTH
AZL TARGETPLUS MODERATE
FRANKLIN TEMPLETON VIP FOUNDING FUNDS
AZL VAN KAMPEN EQUITY AND INCOME
BLACKROCK GLOBAL ALLOCATION VI FUND
AZL FUSION BALANCED
AZL TARGETPLUS BALANCED
FRANKLIN INCOME SECURITIES
PIMCO VIT ALL ASSET PORTFOLIO
PIMCO VIT EMERGING MARKETS BOND PORTFOLIO
PIMCO VIT GLOBAL BOND PORTFOLIO
TEMPLETON GLOBAL INCOME SECURITIES
FRANKLIN HIGH INCOME
PIMCO VIT HIGH YIELD
FRANKLIN ZERO COUPON 2010
PIMCO VIT TOTAL RETURN PORTFOLIO
PIMCO VIT REAL RETURN PORTFOLIO
FRANKLIN U.S.GOVERNMENT
AZL MONEY MARKET]

**LIFETIME PLUS BENEFIT INVESTMENT OPTIONS
CONTRACT SCHEDULE**

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

ALLOCATION GUIDELINES:

- [1. Currently, you can select up to [15] of the Investment Options.
2. Allocations must be made in whole percentages.]

INVESTMENT OPTIONS:

VARIABLE ACCOUNT: [Allianz Life Variable Account B]

Shown below are the Investment Options. Groups A, B and C are subject to certain restrictions on allocations, as described in the Asset Allocation Rider.

[Group A Investment Options
AZL COLUMBIA TECHNOLOGY
FRANKLIN GLOBAL COMMUNICATIONS SECURITIES
DAVIS VA FINANCIAL PORTFOLIO
PIMCO VIT COMMODITY PORTFOLIO
AZL SCHRODER EMERGING MARKETS EQUITY FUND
AZL VAN KAMPEN GLOBAL REAL ESTATE
AZL DREYFUS PREMIER SMALL CAP VALUE
AZL FRANKLIN SMALL CAP VALUE
AZL SCHRODER INTERNATIONAL SMALL CAP
AZL SMALL CAP STOCK INDEX
AZL OCC OPPORTUNITY
AZL TURNER QUANTITATIVE SMALL CAP GROWTH]
[Group B Investment Options
AZL NEUBERGER BERMAN REGENCY
OPCAP MID CAP
AZL VAN KAMPEN MID CAP GROWTH
AZL AIM INTERNATIONAL EQUITY
AZL OPPENHEIMER INTERNATIONAL GROWTH
AZL NACM INTERNATIONAL FUND
AZL OPPENHEIMER GLOBAL
AZL VAN KAMPEN GLOBAL FRANCHISE
MUTUAL DISCOVERY SECURITIES
TEMPLETON GROWTH SECURITIES
AZL DAVIS NY VENTURE
AZL OCC VALUE
AZL VAN KAMPEN GROWTH AND INCOME
AZL VAN KAMPEN COMSTOCK
MUTUAL SHARES SECURITIES
AZL FIRST TRUST TARGET DOUBLEPLAY
AZL JENNISON 20/20 FOCUS
AZL LEGG MASON VALUE
AZL PIMCO FUNDAMENTAL INDEXPLUS TOTAL RETURN
AZL OPPENHEIMER MAIN STREET
AZL S&P 500 INDEX FUND
AZL TARGETPLUS EQUITY
AZL DREYFUS FOUNDERS EQUITY GROWTH
AZL LEGG MASON GROWTH
AZL LMP LARGE CAP GROWTH
AZL JENNISON GROWTH]

[Group C Investment Options
AZL FUSION GROWTH
AZL FUSION MODERATE
AZL TARGETPLUS GROWTH
AZL TARGETPLUS MODERATE
FRANKLIN TEMPLETON VIP FOUNDING FUNDS
AZL VAN KAMPEN EQUITY AND INCOME
BLACKROCK GLOBAL ALLOCATION VI FUND
AZL FUSION BALANCED
AZL TARGETPLUS BALANCED
FRANKLIN INCOME SECURITIES
PIMCO VIT ALL ASSET PORTFOLIO
PIMCO VIT EMERGING MARKETS BOND PORTFOLIO
PIMCO VIT GLOBAL BOND PORTFOLIO
TEMPLETON GLOBAL INCOME SECURITIES
FRANKLIN HIGH INCOME
PIMCO VIT HIGH YIELD
FRANKLIN ZERO COUPON 2010
PIMCO VIT TOTAL RETURN PORTFOLIO
PIMCO VIT REAL RETURN PORTFOLIO
FRANKLIN U.S.GOVERNMENT
AZL MONEY MARKET]

**TARGET DATE RETIREMENT BENEFIT
INVESTMENT OPTIONS CONTRACT SCHEDULE**

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

ALLOCATION GUIDELINES:

- [1. Currently, you can select up to [15] of the Investment Options.
2. Allocations must be made in whole percentages.]

INVESTMENT OPTIONS:

Shown below are the Investment Options. Groups A, B, X and Y are subject to certain restrictions as described in the Target Benefit Asset Allocation Rider.

[Group A Investment Options
AZL COLUMBIA TECHNOLOGY
FRANKLIN GLOBAL COMMUNICATIONS SECURITIES
DAVIS VA FINANCIAL PORTFOLIO
PIMCO VIT COMMODITY PORTFOLIO
AZL SCHRODER EMERGING MARKETS EQUITY FUND
AZL VAN KAMPEN GLOBAL REAL ESTATE
AZL DREYFUS PREMIER SMALL CAP VALUE
AZL FRANKLIN SMALL CAP VALUE
AZL SCHRODER INTERNATIONAL SMALL CAP
AZL SMALL CAP STOCK INDEX
AZL OCC OPPORTUNITY
AZL TURNER QUANTITATIVE SMALL CAP GROWTH]
[Group B Investment Options
AZL NEUBERGER BERMAN REGENCY
OPCAP MID CAP
AZL VAN KAMPEN MID CAP GROWTH
AZL AIM INTERNATIONAL EQUITY
AZL OPPENHEIMER INTERNATIONAL GROWTH
AZL NACM INTERNATIONAL FUND
AZL OPPENHEIMER GLOBAL
AZL VAN KAMPEN GLOBAL FRANCHISE
MUTUAL DISCOVERY SECURITIES
TEMPLETON GROWTH SECURITIES
AZL DAVIS NY VENTURE
AZL OCC VALUE
AZL VAN KAMPEN GROWTH AND INCOME
AZL VAN KAMPEN COMSTOCK
MUTUAL SHARES SECURITIES
AZL FIRST TRUST TARGET DOUBLEPLAY
AZL JENNISON 20/20 FOCUS
AZL LEGG MASON VALUE
AZL PIMCO FUNDAMENTAL INDEXPLUS TOTAL RETURN
AZL OPPENHEIMER MAIN STREET
AZL S&P 500 INDEX FUND
AZL TARGETPLUS EQUITY
AZL DREYFUS FOUNDERS EQUITY GROWTH
AZL LEGG MASON GROWTH
AZL LMP LARGE CAP GROWTH
AZL JENNISON GROWTH]

[Group X Investment Options
AZL FUSION GROWTH
AZL FUSION MODERATE
AZL TARGETPLUS GROWTH
AZL TARGETPLUS MODERATE
FRANKLIN TEMPLETON VIP FOUNDING FUNDS
AZL VAN KAMPEN EQUITY AND INCOME
BLACKROCK GLOBAL ALLOCATION VI FUND]
[Group Y Investment Options
AZL FUSION BALANCED
AZL TARGETPLUS BALANCED
FRANKLIN INCOME SECURITIES
PIMCO VIT ALL ASSET PORTFOLIO
PIMCO VIT EMERGING MARKETS BOND PORTFOLIO
PIMCO VIT GLOBAL BOND PORTFOLIO
TEMPLETON GLOBAL INCOME SECURITIES
FRANKLIN HIGH INCOME
PIMCO VIT HIGH YIELD
FRANKLIN ZERO COUPON 2010
PIMCO VIT TOTAL RETURN PORTFOLIO
PIMCO VIT REAL RETURN PORTFOLIO
FRANKLIN U.S.GOVERNMENT
AZL MONEY MARKET]

CONTRACT SCHEDULE ADDENDUM

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]

RIDER TERMINATION DATE: [04/15/17]

MORTALITY AND EXPENSE RISK (M&E) CHARGE: The additional M&E Charge for the Lifetime Plus 10 Benefit is removed from your contract as of the Rider Termination Date listed above.

RIDER TERMINATED:

Lifetime Plus 10 Benefit Rider

SERVICE CENTER: [ALLIANZ] SERVICE CENTER
[P.O. Box 1122
Southeastern, PA 19398-1122
800-624-0197]

[Allianz VisionSM] Application

Individual flexible purchase payment variable deferred annuity application. Issued by Allianz Life Insurance Company of North America (Allianz), Minneapolis, MN.

[DA _____]

1. Account registration

Owner is individual (Please see optional rider section for issue age restriction)

Individual owner first name	MI	Last name	Jr., Sr., III
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Owner is ☐ Trust ☐ Qualified plan ☐ Custodian (If Trust, please include the date of Trust in the name)

Non-individual owner name (If Trust is owner, please refer to Trustee representation form)

Tax ID number	Social Security number
---------------	------------------------

Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--------------------------	--

Joint owner (Please see optional rider section for issue age restriction) (Must be the spouse of the owner except in the state of CA)

First name	MI	Last name	Jr., Sr., III
------------	----	-----------	---------------

Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--------------------------	--

Relationship to owner	Social Security number
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Annuitant (Please see optional rider section for issue age restriction)

First name	MI	Last name	Jr., Sr., III
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Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security number	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	------------------------	--------------------------	--

2. Purchase payment (This section must be completed; please make check payable to Allianz)

[\$10,000 minimum purchase payment required. \$25,000 minimum purchase payment required with No Withdrawal Charge Option.]

Purchase payment amount \$ _____

☐ Purchase payment enclosed with application.

☐ This contract will be funded by a 1035 exchange, tax qualified transfer/rollover, CD transfer, or mutual fund redemption.
(please include the appropriate forms.)

3. Plan specifics (This section must be completed to indicate how this contract should be issued)

Nonqualified: ☐ **Qualified IRA:** ☐ IRA ☐ Roth IRA ☐ SEP IRA ☐ Roth conversion (Contribution for tax year _____)
Qualified plans: ☐ 401 ☐ 401 one person defined benefit

4. Beneficiary designation (If more than four beneficiaries, attach a list signed by owner(s).)

For jointly owned contracts, the surviving joint owner is the sole primary beneficiary. Spousal joint owners may also name contingent beneficiaries. Non-spousal joint owners cannot name contingent beneficiaries.

If the beneficiary is a trust, qualified plan, or custodian, please check the box and include the name below ☐ Trust ☐ 401 qualified plan ☐ Custodian

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			

Non-individual beneficiary information

(If trust, please include date of trust in name)(If owner is a 401 qualified plan, the plan must be the beneficiary)

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			
First name	MI	Last name	

Relationship

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			
First name	MI	Last name	

Relationship

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			
First name	MI	Last name	

Relationship

(If more than four beneficiaries, attach a list signed by owner.)

[5. Optional provisions - Each additional option carries an additional charge. (check only one)]

- If no Optional Provision is selected, the Base Contract (7 year surrender) will be issued at no additional charge.
- ☐ **Bonus Option:** Also carries a higher and longer withdrawal charge. Not available with the Short Withdrawal Charge Option or No Withdrawal Charge Option.
- ☐ **Short Withdrawal Charge Option*:** Not available with the Bonus Option or No Withdrawal Charge Option.
- ☐ **No Withdrawal Charge Option:** Not available with the Bonus Option or Short Withdrawal Charge Option. You must select either the Lifetime Plus Benefit, Lifetime Plus II Benefit or Target Date Retirement Benefit with this option.

*For the Short Withdrawal Charge Option, purchase payments will be limited to the first contract year.

[6. Optional death benefit - Carries an additional charge.]

- ☐ **Quarterly Value Death Benefit:** If you do not select the Quarterly Value Death Benefit, the contract provides a Traditional Death Benefit at no additional cost.

[7. Optional riders - Each additional option carries an additional charge. (check only one)]

- ☐ **No Living Benefit** (No additional cost.)
- ☐ **Lifetime Plus Benefit** – Please fill out the Covered Person(s) Selection section. **The oldest Covered Person must be age 80 or younger.**
- ☐ **Lifetime Plus II Benefit** – Please fill out the Covered Person(s) Selection section. **The oldest Covered Person must be age 80 or younger.**
- ☐ **Target Date Retirement Benefit*** – Please fill out the Target date requirements section. **Must be age 80 or younger.**
- ☐ **Lifetime Plus 10 Benefit** – Please fill out the Covered Person(s) Selection section. **The oldest Covered Person must be age 80 or younger.**

By selecting the Lifetime Plus Benefit, Lifetime Plus II Benefit, Lifetime Plus 10 Benefit, or Target Date Retirement Benefit, I consent that Allianz may reallocate my contract value in accordance with the asset allocation and transfer provisions in the contract.

*For the Target Date Retirement Benefit, purchase payments will be limited to the first three contract years.

[8.] Covered Person(s) Selection (select one)

☐ Single Life Payout¹:

Name _____

Check one: ☐ Owner ☐ Joint Owner ☐ Annuitant, if owned by a non-individual

Date of birth ____/____/____ **(proof of age required** – Please include copy of driver's license, birth certificate, or any other governmental recognized identification)

¹For single Lifetime Plus Payments:

- If the contract is solely owned, the Covered Person is the Owner.
- If the contract is owned by a non-individual, the Covered Person is the Annuitant.
- If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the [Lifetime Plus Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] to your contract.

☐ Joint Life Payout²:

Spouse's name _____

Spouse's date of birth ____/____/____ **(proof of age required** – Please include copy of driver's license, birth certificate, or any other governmental recognized identification)

Spouse's gender: ☐ Male ☐ Female

Relationship to contract owner (check one) ☐ Spousal joint owner (nonqualified)
☐ Spousal sole beneficiary (qualified or non-individual, nonqualified)

Spouses must qualify as such under federal law until the [Lifetime Plus Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] terminates. If at any time before the [Lifetime Plus Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] terminates you are no longer spouses you must send us notice.

²For joint Lifetime Plus Payments you and your spouse are the Covered Person(s).

For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:

- spouses must be joint owners, or
- one spouse must be the annuitant and the other spouse must be the sole primary beneficiary if the sole owner is a non individual, or
- one spouse must be the sole owner and annuitant and the other spouse must be the sole primary beneficiary.

For joint Lifetime Plus Payments under contracts that are qualified under the tax code:

- one spouse must be the sole owner and annuitant and the other spouse must be the sole primary beneficiary, or
- one spouse must be the annuitant and the other spouse must be the sole primary beneficiary if the sole owner is a non-individual, or
- if we require a non-individual owner to be the beneficiary, then one spouse must be the annuitant and the other spouse must be the sole contingent beneficiary solely for the purpose of determining the Lifetime Plus Payment.

9. Target date requirements

Please select the Contract Anniversary on which you would like your Initial Target Value Date to fall. This must be the seventh or later Contract Anniversary. Once you select your Initial Target Value Date, indicate your Purchase Payment Allocation instructions in Section 10 in accordance with the following guidelines. **Contract Anniversary Year for Initial Target Value Date** _____

Years until initial Target Value Date	Maximum in A+B+X	Maximum in A	Minimum in Y
12 or more	95%	30%	5%
11	90%	30%	10%
10	85%	25%	15%
9	80%	25%	20%
8	75%	20%	25%
7	70%	20%	30%

[10.] Purchase payment allocation

Complete this section for allocations and Dollar Cost Averaging (DCA) source investment choices based on section 7 of this form.

Choose 1: ☐ six month DCA program ☐ 12 month DCA program

Please note: If DCA is being requested, 100% of your initial Purchase Payment will be applied to the DCA Money Market Account. Please complete the allocations below as to what you would like as your DCA Target Fund Instructions. The DCA program is available only during the Accumulation Phase. You may select up to [15] investment options. You must make allocations in whole percentages (33.3% or dollars are not permitted). If you select the Lifetime Plus Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit you must meet the investment options requirements stated next to each group.

**No Optional Benefit, Lifetime Plus Benefit,
Lifetime Plus II Benefit or Lifetime Plus 10 Benefit**

Group A investment options

You can not have more than [25]% of your total contract value in Group A investment Options.

Small Cap

- ☐ % AZLSM Dreyfus Premier Small Cap Value Fund
☐ % AZLSM Franklin Small Cap Value Fund
☐ % AZLSM Turner Quantitative Small Cap Growth Fund
☐ % AZLSM OCC Opportunity Fund
☐ % AZLSM Small Cap Stock Index Fund

International Equity

- ☐ % AZLSM Schroder International Small Cap Fund

Specialty

- ☐ % AZLSM Columbia Technology Fund
☐ % AZLSM Schroder Emerging Markets Equity Fund
☐ % AZLSM Van Kampen Global Real Estate Fund
☐ % Davis VA Financial Portfolio
☐ % Franklin Global Communications Securities Fund
☐ % PIMCO VIT Commodity RealReturn Strategy Portfolio

Group B investment options

You cannot have more than [70]% of your total contract value in Group A and B investment options.

TargetPLUS (Model Portfolio)

- ☐ % AZLSM TargetPLUS Equity Fund

Mid Cap

- ☐ % AZLSM Neuberger Berman Regency Fund
☐ % AZLSM Van Kampen Mid Cap Growth Fund
☐ % OpCap Mid Cap Portfolio

Large Growth

- ☐ % AZLSM Dreyfus Founders Equity Growth Fund
☐ % AZLSM Jennison Growth Fund
☐ % AZLSM Legg Mason Growth Fund
☐ % AZLSM LMP Large Cap Growth Fund

International Equity

- ☐ % AZLSM AIM International Equity Fund
☐ % AZLSM NACM International Fund
☐ % AZLSM Oppenheimer Global Fund
☐ % AZLSM Oppenheimer International Growth Fund
☐ % AZLSM Van Kampen Global Franchise Fund
☐ % Mutual Discovery Securities Fund
☐ % Templeton Growth Securities Fund

Large Blend

- ☐ % AZLSM First Trust Target Double Play Fund
☐ % AZLSM Jennison 20/20 Focus Fund
☐ % AZLSM Legg Mason Value Fund
☐ % AZLSM Oppenheimer Main Street Fund
☐ % AZLSM PIMCO Fundamental IndexPLUS Total Return Fund
☐ % AZLSM S&P 500® Index Fund

Target Date Retirement Benefit

Group A investment options

Small Cap

- ☐ % AZLSM Dreyfus Premier Small Cap Value Fund
☐ % AZLSM Franklin Small Cap Value Fund
☐ % AZLSM Turner Quantitative Small Cap Growth Fund
☐ % AZLSM OCC Opportunity Fund
☐ % AZLSM Small Cap Stock Index Fund

International Equity

- ☐ % AZLSM Schroder International Small Cap Fund

Specialty

- ☐ % AZLSM Columbia Technology Fund
☐ % AZLSM Schroder Emerging Markets Equity Fund
☐ % AZLSM Van Kampen Global Real Estate Fund
☐ % Davis VA Financial Portfolio
☐ % Franklin Global Communications Securities Fund
☐ % PIMCO VIT Commodity RealReturn Strategy Portfolio

Group B investment options

TargetPLUS (Model Portfolio)

- ☐ % AZLSM TargetPLUS Equity Fund

Mid Cap

- ☐ % AZLSM Neuberger Berman Regency Fund
☐ % AZLSM Van Kampen Mid Cap Growth Fund
☐ % OpCap Mid Cap Portfolio

Large Growth

- ☐ % AZLSM Dreyfus Founders Equity Growth Fund
☐ % AZLSM Jennison Growth Fund
☐ % AZLSM Legg Mason Growth Fund
☐ % AZLSM LMP Large Cap Growth Fund

International Equity

- ☐ % AZLSM AIM International Equity Fund
☐ % AZLSM NACM International Fund
☐ % AZLSM Oppenheimer Global Fund
☐ % AZLSM Oppenheimer International Growth Fund
☐ % AZLSM Van Kampen Global Franchise Fund
☐ % Mutual Discovery Securities Fund
☐ % Templeton Growth Securities Fund

Large Blend

- ☐ % AZLSM First Trust Target Double Play Fund
☐ % AZLSM Jennison 20/20 Focus Fund
☐ % AZLSM Legg Mason Value Fund
☐ % AZLSM Oppenheimer Main Street Fund
☐ % AZLSM PIMCO Fundamental IndexPLUS Total Return Fund
☐ % AZLSM S&P 500® Index Fund

Continued on next page

[10.] Purchase payment allocation (Continued)

You may select up to [15] investment options. You must make allocations in whole percentages (33.3% or dollars are not permitted).

**No Optional Benefit, Lifetime Plus Benefit,
Lifetime Plus II Benefit or Lifetime Plus 10 Benefit**
Target Date Retirement Benefit
Large Value

% AZLSM Davis NY Venture Fund
 % AZLSM OCC Value Fund
 % AZLSM Van Kampen Comstock Fund
 % AZLSM Van Kampen Growth and Income Fund
 % Mutual Shares Securities Fund

Large Value

% AZLSM Davis NY Venture Fund
 % AZLSM OCC Value Fund
 % AZLSM Van Kampen Comstock Fund
 % AZLSM Van Kampen Growth and Income Fund
 % Mutual Shares Securities Fund

Group C investment options

There are no limits on the amount of the contract value that you can have in Group C investment options.

Fusion Portfolios

% AZL FusionSM Growth Fund
 % AZL FusionSM Moderate Fund
 % AZL FusionSM Balanced Fund

Group X investment options**Fusion Portfolios**

% AZL FusionSM Growth Fund
 % AZL FusionSM Moderate Fund

TargetPLUS

% AZLSM TargetPLUS Growth Fund
 % AZLSM TargetPLUS Moderate Fund

TargetPLUS

% AZLSM TargetPLUS Growth Fund
 % AZLSM TargetPLUS Moderate Fund
 % AZLSM TargetPLUS Balanced Fund

Specialty

% Franklin Templeton VIP Founding Funds Allocation Fund
 % AZLSM Van Kampen Equity and Income Fund
 % BlackRock Global Allocation V.I. Fund

High Yield Bonds

% Franklin High Income Fund
 % PIMCO VIT High Yield Portfolio

Group Y investment options**Fusion Portfolios**

% AZL FusionSM Balanced Fund

TargetPLUS

% AZLSM TargetPLUS Balanced Fund

High Yield Bonds

% Franklin High Income Fund
 % PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

% Franklin Zero Coupon Fund 2010
 % PIMCO VIT Emerging Markets Bond Portfolio
 % PIMCO VIT Global Bond Portfolio (Unhedged)
 % PIMCO VIT Real Return Portfolio
 % PIMCO VIT Total Return Portfolio
 % Templeton Global Income Securities Fund

Intermediate-Term Bonds

% Franklin Zero Coupon Fund 2010
 % PIMCO VIT Emerging Markets Bond Portfolio
 % PIMCO VIT Global Bond Portfolio (Unhedged)
 % PIMCO VIT Real Return Portfolio
 % PIMCO VIT Total Return Portfolio
 % Templeton Global Income Securities Fund

Short-Term Bonds

% Franklin U.S. Government Fund

Short-Term Bonds

% Franklin U.S. Government Fund

Cash Equivalent

% AZLSM Money Market Fund

Cash Equivalent

% AZLSM Money Market Fund

Specialty

% AZLSM Van Kampen Equity and Income Fund
 % Franklin Income Securities Fund
 % Franklin Templeton VIP Founding Funds Allocation Fund
 % PIMCO VIT All Asset Portfolio
 % BlackRock Global Allocation V.I. Fund

Specialty

% Franklin Income Securities Fund
 % PIMCO VIT All Asset Portfolio

Total of _____% (must equal 100%)

[11.] Telephone authorization

☐ **Yes** By checking "yes," I am authorizing and directing Allianz to act on telephone or electronic instructions from the registered representative and/or anyone authorized by him/her to transfer contract values among the investment options. **If the box is not checked, this authorization will be permitted for the owner only.** Allianz will use reasonable procedures to confirm that these instructions are authorized as genuine. As long as these procedures are followed, Allianz and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost. The electronic transaction privilege may be modified or withdrawn at the discretion of the company.

[12.] Replacement (This section must be completed.)

Do you have existing life insurance or annuity contracts? ☐ Yes ☐ No

Will the annuity contract applied for replace or change existing contracts or policies? ☐ Yes ☐ No

If there is existing coverage, states that have adopted the NAIC Model Replacement Regulation or a variation of the Model, require that the replacement form be completed even if a replacement is not indicated. For a replacement in any state, attach the appropriate replacement form for the state in which the application is taken. The registered representative must also complete Section 13 regarding replacement.

[13.] Registered representative

By signing below, the registered representative/agent certifies to the following:

I am FINRA registered and state licensed for variable annuity contracts in all required jurisdictions; and I provided the owner(s) with the most current prospectus. To the best of my knowledge, the applicant: ☐ **DOES** ☐ **DOES NOT** have existing life insurance policies or annuity contracts. To the best of my knowledge and belief, this application ☐ **DOES** ☐ **DOES NOT** involve replacement of existing life insurance or annuities. If a replacement, include a copy of each disclosure statement and a list of companies involved.

Registered representative's signature	B/D Rep. ID	
Registered representative's first and last name (please print)	Percent split	
Registered representative's signature (split case)	B/D Rep. ID	
Registered representative's first and last name (please print) (split case)	Percent split	
Registered representative's signature (split case)	B/D Rep. ID	
Registered representative's first and last name (please print) (split case)	Percent split	
Registered representative's address	Registered representative's telephone number	
Broker/dealer name (please print)		
Authorized signature broker/dealer (if required)		
Commission options (please check one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C		

[14.] Statement of applicant

The following states require applicants to read and acknowledge the statement for your state below.

Arizona: This contract may be returned within 10 days **or within 30 days if you are age 65 or older on the date of the application**, if you are dissatisfied for any reason. It can be mailed or delivered to either us or the representative who sold it. Return of this contract by mail is effective on being postmarked, properly addressed and postage prepaid. We will refund an amount equal to the sum of the difference between the premiums paid; including any contract fees or other charges, and the amounts allocated to any separate accounts under the contract on the date the returned contract is received by us. We have the right to allocate Purchase Payments to the Money Market Investment Option until the expiration of the Right to Examine period. If we so allocate Purchase Payments, we will refund the greater of the Purchase Payments less any withdrawals, or the Contract Value. On written request, we are required to provide you, within a reasonable time, reasonable factual information regarding the benefits and provisions of this annuity contract.

Arkansas, Kentucky, Louisiana, Maine, New Mexico, Ohio, Tennessee, and West Virginia: Any person who knowingly, and with intent to defraud any insurance company, submits an application or files a statement of claim containing any false, incomplete, or misleading information, commits a fraudulent insurance act, which is a crime, and may be subject to criminal prosecution and civil penalties. In ME and TN, additional penalties may include imprisonment, fines, or denial of insurance benefits.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose

of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia and Virginia: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act in DC, subjects such person to criminal and civil penalties. In VA, it is considered a fraudulent act and subjects such person to criminal and civil penalties. In DC and VA, additional penalties may include imprisonment and/or fines, or denial of insurance benefits.

Vermont: I understand that this variable annuity is not a bank deposit; is not federally insured; is not endorsed by any bank or government agency; is not guaranteed; and may be subject to loss of principal.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

By signing below, the owner acknowledges the statements mentioned above and understands that or agrees to the following:

I received a prospectus and have determined that the variable annuity applied for is not unsuitable for my investment objectives, financial situation, and financial needs. It is a long-term commitment to meet financial needs and goals. **I understand that the contract value and variable annuity payments may increase or decrease depending on the investment results of the variable investment choices, and that no minimum contract value or variable annuity payment is guaranteed.** To the best of my knowledge and belief, all statements and answers in this application are complete and true. It is further agreed that these statements and answers will become a part of any contract to be issued. No representative is authorized to modify this agreement or waive any Allianz rights or requirements.

☐ Please send me a statement of additional information (Also available on the SEC Web site, [<http://www.sec.gov>])

Owner/Trustee/Authorized Signer Signature	Joint Owner/Trustee/Authorized Signer Signature
Signed at (City, State)	Date signed

15. Home Office use only

If Allianz Life Insurance Company of North America makes a change in this space in order to correct any apparent errors or omissions, it will be approved by acceptance of this contract by the owner(s); however, any material change must be accepted in writing by the owner(s). Changes to this application that affect product, benefits, amount of insurance, or age require acceptance by owner(s).

Please call the Allianz Service Center with any questions at [800-624-0197.]

Mailing information

Applications that **HAVE** a check attached

Regular mail

Allianz Service Center
PO Box 824240
Philadelphia, PA 19182-4240

Overnight, certified, or registered

Allianz Service Center 824240
c/o PNC Bank Lockbox
312 W Route 38 and East Gate Drive
Moorestown, NJ 08057-4240

Applications that **DO NOT HAVE** a check attached

Regular mail

Allianz Service Center
PO Box 1122
Southeastern, PA 19398-1122

Overnight, certified, or registered

Allianz Service Center
300 Berwyn Park
Berwyn, PA 19312-1179

[Allianz ConnectionsSM] Application

Individual flexible purchase payment variable deferred annuity application. Issued by Allianz Life Insurance Company of North America (Allianz), Minneapolis, MN.

[DA _____]

1. Account registration

Owner is individual (Please see optional rider section for issue age restriction)

Individual owner first name	MI	Last name	Jr., Sr., III
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Owner is ☐ Trust ☐ Qualified plan ☐ Custodian (If Trust, please include the date of Trust in the name)

Non-individual owner name (If Trust is owner, please refer to Trustee representation form)

Tax ID number	Social Security number
---------------	------------------------

Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--------------------------	--

Joint owner (Please see optional rider section for issue age restriction) (Must be the spouse of the owner except in the state of CA)

First name	MI	Last name	Jr., Sr., III
------------	----	-----------	---------------

Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--------------------------	--

Relationship to owner	Social Security number
-----------------------	------------------------

Annuitant (Please see optional rider section for issue age restriction)

First name	MI	Last name	Jr., Sr., III
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Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security number	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	------------------------	--------------------------	--

2. Purchase payment (This section must be completed; please make check payable to Allianz)

[\$10,000 minimum purchase payment required. \$25,000 minimum purchase payment required with No Withdrawal Charge Option.]

Purchase payment amount \$ _____

☐ Purchase payment enclosed with application.

☐ This contract will be funded by a 1035 exchange, tax qualified transfer/rollover, CD transfer, or mutual fund redemption.
(please include the appropriate forms.)

3. Plan specifics (This section must be completed to indicate how this contract should be issued)

Nonqualified: <input type="checkbox"/>	Qualified IRA: <input type="checkbox"/> IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> Roth conversion (Contribution for tax year _____)
Qualified plans: <input type="checkbox"/> 401 <input type="checkbox"/> 401 one person defined benefit	

4. Beneficiary designation (If more than four beneficiaries, attach a list signed by owner(s).)

For jointly owned contracts, the surviving joint owner is the sole primary beneficiary. Spousal joint owners may also name contingent beneficiaries. Non-spousal joint owners cannot name contingent beneficiaries.

If the beneficiary is a trust, qualified plan, or custodian, please check the box and include the name below ☐ Trust ☐ 401 qualified plan ☐ Custodian

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			

Non-individual beneficiary information

(If trust, please include date of trust in name)(If owner is a 401 qualified plan, the plan must be the beneficiary)

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			
First name	MI	Last name	

Relationship

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			
First name	MI	Last name	

Relationship

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			
First name	MI	Last name	

Relationship

(If more than four beneficiaries, attach a list signed by owner.)

5. Optional provisions - Each additional option carries an additional charge. (check only one)]

- If no Optional Provision is selected, the Base Contract (7 year surrender) will be issued at no additional charge.

- ☐ **Short Withdrawal Charge Option*:** Not available with No Withdrawal Charge Option.
- ☐ **No Withdrawal Charge Option:** Not available with the Short Withdrawal Charge Option. You may only select the Lifetime Plus II Benefit with this option.

*For the Short Withdrawal Charge Option, purchase payments will be limited to the first contract year.

6. Optional death benefit - Carries an additional charge.]

- ☐ **Quarterly Value Death Benefit:** If you do not select the Quarterly Value Death Benefit, the contract provides a Traditional Death Benefit at no additional cost.

7. Optional riders - Each additional option carries an additional charge. (check only one)]

- ☐ **No Living Benefit** (No additional cost.)
- ☐ **Lifetime Plus II Benefit** – Please fill out the Covered Person(s) Selection section. **The Oldest Covered Person must be age 80 or younger.**
- ☐ **Lifetime Plus 10 Benefit** – Please fill out the Covered Person(s) Selection section. **The Oldest Covered Person must be age 80 or younger.**
- ☐ **Target Date Retirement Benefit*** – Please fill out the Target date requirements section. **Must be age 80 or younger.** This benefit is not available with the No Withdrawal Charge Option.

By selecting the Lifetime Plus II Benefit, Lifetime Plus 10 Benefit, or Target Date Retirement Benefit, I consent that Allianz may reallocate my contract value in accordance with the asset allocation and transfer provisions in the contract.

* For the Target Date Retirement Benefit, purchase payments will be limited to the first three contract years If you chose both the Short Withdrawal Charge Option and the Target Date Retirement Benefit Rider, we will limit purchase payments to the first Contract Year

[8.] Covered Person(s) Selection (select one)

☐ Single Life Payout¹:

Name _____

Check one: ☐ Owner ☐ Joint Owner ☐ Annuitant, if owned by a non-individual

Date of birth ____/____/____ **(proof of age required** – Please include copy of driver's license, birth certificate, or any other governmental recognized identification)

¹For single Lifetime Plus Payments:

- If the contract is solely owned, the Covered Person is the Owner.
- If the contract is owned by a non-individual, the Covered Person is the Annuitant.
- If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the [Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] to your contract.

☐ Joint Life Payout²:

Spouse's name _____

Spouse's date of birth ____/____/____ **(proof of age required** – Please include copy of driver's license, birth certificate, or any other governmental recognized identification)

Spouse's gender: ☐ Male ☐ Female

Relationship to contract owner (check one) ☐ Spousal joint owner (nonqualified)
☐ Spousal sole beneficiary (qualified or non-individual, nonqualified)

Spouses must qualify as such under federal law until the [Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] terminates. If at any time before the [Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] terminates you are no longer spouses you must send us notice.

²For joint Lifetime Plus Payments you and your spouse are the Covered Person(s).

For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:

- spouses must be joint owners, or
- one spouse must be the annuitant and the other spouse must be the sole primary beneficiary if the sole owner is a non individual, or
- one spouse must be the sole owner and annuitant and the other spouse must be the sole primary beneficiary.

For joint Lifetime Plus Payments under contracts that are qualified under the tax code:

- one spouse must be the sole owner and annuitant and the other spouse must be the sole primary beneficiary, or
- one spouse must be the annuitant and the other spouse must be the sole primary beneficiary if the sole owner is a non-individual, or
- if we require a non-individual owner to be the beneficiary, then one spouse must be the annuitant and the other spouse must be the sole contingent beneficiary solely for the purpose of determining the Lifetime Plus Payment.

9. Target date requirements

Please select the Contract Anniversary on which you would like your Initial Target Value Date to fall. This must be the seventh or later Contract Anniversary. Once you select your Initial Target Value Date, indicate your Purchase Payment Allocation instructions in Section 10 in accordance with the following guidelines. **Contract Anniversary Year for the Initial Target Value Date** _____

Years until initial Target Value Date	Maximum in A+B+X	Maximum in A	Minimum in Y
12 or more	95%	30%	5%
11	90%	30%	10%
10	85%	25%	15%
9	80%	25%	20%
8	75%	20%	25%
7	70%	20%	30%

[10.] Purchase payment allocation

Complete this section for allocations and Dollar Cost Averaging (DCA) source investment choices based on section 7 of this form.

Choose 1: ☐ six month DCA program ☐ 12 month DCA program

Please note: If DCA is being requested, 100% of your initial Purchase Payment will be applied to the DCA Money Market Account. Please complete the allocations below as to what you would like as your DCA Target Fund Instructions. The DCA program is available only during the Accumulation Phase. You may select up to [15] investment options. You must make allocations in whole percentages (33.3% or dollars are not permitted). If you select the Lifetime Plus II Benefit or Lifetime Plus 10 Benefit you must meet the investment options requirements stated next to each group.

No Optional Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit

Group A investment options

You can not have more than [25]% of your total contract value in Group A investment Options.

Small Cap

- ____ % AZLSM Dreyfus Premier Small Cap Value Fund
- ____ % AZLSM Franklin Small Cap Value Fund
- ____ % AZLSM Turner Quantitative Small Cap Growth Fund
- ____ % AZLSM OCC Opportunity Fund
- ____ % AZLSM Small Cap Stock Index Fund

International Equity

- ____ % AZLSM Schroder International Small Cap Fund

Specialty

- ____ % AZLSM Columbia Technology Fund
- ____ % AZLSM Schroder Emerging Markets Equity Fund
- ____ % AZLSM Van Kampen Global Real Estate Fund
- ____ % Davis VA Financial Portfolio
- ____ % Franklin Global Communications Securities Fund
- ____ % PIMCO VIT Commodity RealReturn Strategy Portfolio

Group B investment options

You cannot have more than [70]% of your total contract value in Group A and B investment options.

TargetPLUS (Model Portfolio)

- ____ % AZLSM TargetPLUS Equity Fund

Mid Cap

- ____ % AZLSM Neuberger Berman Regency Fund
- ____ % AZLSM Van Kampen Mid Cap Growth Fund
- ____ % OpCap Mid Cap Portfolio

Large Growth

- ____ % AZLSM Dreyfus Founders Equity Growth Fund
- ____ % AZLSM Jennison Growth Fund
- ____ % AZLSM Legg Mason Growth Fund
- ____ % AZLSM LMP Large Cap Growth Fund

International Equity

- ____ % AZLSM AIM International Equity Fund
- ____ % AZLSM NACM International Fund
- ____ % AZLSM Oppenheimer Global Fund
- ____ % AZLSM Oppenheimer International Growth Fund
- ____ % AZLSM Van Kampen Global Franchise Fund
- ____ % Mutual Discovery Securities Fund
- ____ % Templeton Growth Securities Fund

Large Blend

- ____ % AZLSM First Trust Target Double Play Fund
- ____ % AZLSM Jennison 20/20 Focus Fund
- ____ % AZLSM Legg Mason Value Fund
- ____ % AZLSM Oppenheimer Main Street Fund
- ____ % AZLSM PIMCO Fundamental IndexPLUS Total Return Fund
- ____ % AZLSM S&P 500® Index Fund

Target Date Retirement Benefit

Group A investment options

Small Cap

- ____ % AZLSM Dreyfus Premier Small Cap Value Fund
- ____ % AZLSM Franklin Small Cap Value Fund
- ____ % AZLSM Turner Quantitative Small Cap Growth Fund
- ____ % AZLSM OCC Opportunity Fund
- ____ % AZLSM Small Cap Stock Index Fund

International Equity

- ____ % AZLSM Schroder International Small Cap Fund

Specialty

- ____ % AZLSM Columbia Technology Fund
- ____ % AZLSM Schroder Emerging Markets Equity Fund
- ____ % AZLSM Van Kampen Global Real Estate Fund
- ____ % Davis VA Financial Portfolio
- ____ % Franklin Global Communications Securities Fund
- ____ % PIMCO VIT Commodity RealReturn Strategy Portfolio

Group B investment options

TargetPLUS (Model Portfolio)

- ____ % AZLSM TargetPLUS Equity Fund

Mid Cap

- ____ % AZLSM Neuberger Berman Regency Fund
- ____ % AZLSM Van Kampen Mid Cap Growth Fund
- ____ % OpCap Mid Cap Portfolio

Large Growth

- ____ % AZLSM Dreyfus Founders Equity Growth Fund
- ____ % AZLSM Jennison Growth Fund
- ____ % AZLSM Legg Mason Growth Fund
- ____ % AZLSM LMP Large Cap Growth Fund

International Equity

- ____ % AZLSM AIM International Equity Fund
- ____ % AZLSM NACM International Fund
- ____ % AZLSM Oppenheimer Global Fund
- ____ % AZLSM Oppenheimer International Growth Fund
- ____ % AZLSM Van Kampen Global Franchise Fund
- ____ % Mutual Discovery Securities Fund
- ____ % Templeton Growth Securities Fund

Large Blend

- ____ % AZLSM First Trust Target Double Play Fund
- ____ % AZLSM Jennison 20/20 Focus Fund
- ____ % AZLSM Legg Mason Value Fund
- ____ % AZLSM Oppenheimer Main Street Fund
- ____ % AZLSM PIMCO Fundamental IndexPLUS Total Return Fund
- ____ % AZLSM S&P 500® Index Fund

Continued on next page

[10.] Purchase payment allocation (Continued)

You may select up to [15] investment options. You must make allocations in whole percentages (33.3% or dollars are not permitted).

**No Optional Benefit, Lifetime Plus II Benefit
or Lifetime Plus 10 Benefit**
Large Value

____ % AZLSM Davis NY Venture Fund
 ____ % AZLSM OCC Value Fund
 ____ % AZLSM Van Kampen Comstock Fund
 ____ % AZLSM Van Kampen Growth and Income Fund
 ____ % Mutual Shares Securities Fund

Group C investment options

There are no limits on the amount of the contract value that you can have in Group C investment options.

Fusion Portfolios

____ % AZL FusionSM Growth Fund
 ____ % AZL FusionSM Moderate Fund
 ____ % AZL FusionSM Balanced Fund

TargetPLUS

____ % AZLSM TargetPLUS Growth Fund
 ____ % AZLSM TargetPLUS Moderate Fund
 ____ % AZLSM TargetPLUS Balanced Fund

High Yield Bonds

____ % Franklin High Income Fund
 ____ % PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

____ % Franklin Zero Coupon Fund 2010
 ____ % PIMCO VIT Emerging Markets Bond Portfolio
 ____ % PIMCO VIT Global Bond Portfolio (Unhedged)
 ____ % PIMCO VIT Real Return Portfolio
 ____ % PIMCO VIT Total Return Portfolio
 ____ % Templeton Global Income Securities Fund

Short-Term Bonds

____ % Franklin U.S. Government Fund

Cash Equivalent

____ % AZLSM Money Market Fund

Specialty

____ % AZLSM Van Kampen Equity and Income Fund
 ____ % Franklin Income Securities Fund
 ____ % Franklin Templeton VIP Founding Funds Allocation Fund
 ____ % PIMCO VIT All Asset Portfolio
 ____ % BlackRock Global Allocation V.I. Fund

Target Date Retirement Benefit**Large Value**

____ % AZLSM Davis NY Venture Fund
 ____ % AZLSM OCC Value Fund
 ____ % AZLSM Van Kampen Comstock Fund
 ____ % AZLSM Van Kampen Growth and Income Fund
 ____ % Mutual Shares Securities Fund

Group X investment options**Fusion Portfolios**

____ % AZL FusionSM Growth Fund
 ____ % AZL FusionSM Moderate Fund

TargetPLUS

____ % AZLSM TargetPLUS Growth Fund
 ____ % AZLSM TargetPLUS Moderate Fund

Specialty

____ % Franklin Templeton VIP Founding Funds Allocation Fund
 ____ % AZLSM Van Kampen Equity and Income Fund
 ____ % BlackRock Global Allocation V.I. Fund

Group Y investment options**Fusion Portfolios**

____ % AZL FusionSM Balanced Fund

TargetPLUS

____ % AZLSM TargetPLUS Balanced Fund

High Yield Bonds

____ % Franklin High Income Fund
 ____ % PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

____ % Franklin Zero Coupon Fund 2010
 ____ % PIMCO VIT Emerging Markets Bond Portfolio
 ____ % PIMCO VIT Global Bond Portfolio (Unhedged)
 ____ % PIMCO VIT Real Return Portfolio
 ____ % PIMCO VIT Total Return Portfolio
 ____ % Templeton Global Income Securities Fund

Short-Term Bonds

____ % Franklin U.S. Government Fund

Cash Equivalent

____ % AZLSM Money Market Fund

Specialty

____ % Franklin Income Securities Fund
 ____ % PIMCO VIT All Asset Portfolio

Total of _____ % (must equal 100%)

[11.] Telephone authorization

☐ **Yes** By checking "yes," I am authorizing and directing Allianz to act on telephone or electronic instructions from the registered representative and/or anyone authorized by him/her to transfer contract values among the investment options. **If the box is not checked, this authorization will be permitted for the owner only.** Allianz will use reasonable procedures to confirm that these instructions are authorized as genuine. As long as these procedures are followed, Allianz and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost. The electronic transaction privilege may be modified or withdrawn at the discretion of the company.

[12.] Replacement (This section must be completed.)

Do you have existing life insurance or annuity contracts? ☐ Yes ☐ No

Will the annuity contract applied for replace or change existing contracts or policies? ☐ Yes ☐ No

If there is existing coverage, states that have adopted the NAIC Model Replacement Regulation or a variation of the Model, require that the replacement form be completed even if a replacement is not indicated. For a replacement in any state, attach the appropriate replacement form for the state in which the application is taken. The registered representative must also complete Section 13 regarding replacement.

[13.] Registered representative

By signing below, the registered representative/agent certifies to the following:

I am FINRA registered and state licensed for variable annuity contracts in all required jurisdictions; and I provided the owner(s) with the most current prospectus. To the best of my knowledge, the applicant: ☐ **DOES** ☐ **DOES NOT** have existing life insurance policies or annuity contracts. To the best of my knowledge and belief, this application ☐ **DOES** ☐ **DOES NOT** involve replacement of existing life insurance or annuities. If a replacement, include a copy of each disclosure statement and a list of companies involved.

Registered representative's signature	B/D Rep. ID	
Registered representative's first and last name (please print)	Percent split	
Registered representative's signature (split case)	B/D Rep. ID	
Registered representative's first and last name (please print) (split case)	Percent split	
Registered representative's signature (split case)	B/D Rep. ID	
Registered representative's first and last name (please print) (split case)	Percent split	
Registered representative's address	Registered representative's telephone number	
Broker/dealer name (please print)		
Authorized signature broker/dealer (if required)		

Commission options (please check one)

☐ A ☐ B ☐ C

[14.] Statement of applicant

The following states require applicants to read and acknowledge the statement for your state below.

Arizona: This contract may be returned within 10 days **or within 30 days if you are age 65 or older on the date of the application**, if you are dissatisfied for any reason. It can be mailed or delivered to either us or the representative who sold it. Return of this contract by mail is effective on being postmarked, properly addressed and postage prepaid. We will refund an amount equal to the sum of the difference between the premiums paid; including any contract fees or other charges, and the amounts allocated to any separate accounts under the contract on the date the returned contract is received by us. We have the right to allocate Purchase Payments to the Money Market Investment Option until the expiration of the Right to Examine period. If we so allocate Purchase Payments, we will refund the greater of the Purchase Payments less any withdrawals, or the Contract Value. On written request, we are required to provide you, within a reasonable time, reasonable factual information regarding the benefits and provisions of this annuity contract.

Arkansas, Kentucky, Louisiana, Maine, New Mexico, Ohio, Tennessee, and West Virginia: Any person who knowingly, and with intent to defraud any insurance company, submits an application or files a statement of claim containing any false, incomplete, or misleading information, commits a fraudulent insurance act, which is a crime, and may be subject to criminal prosecution and civil penalties. In ME and TN, additional penalties may include imprisonment, fines, or denial of insurance benefits.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose

of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia and Virginia: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act in DC, subjects such person to criminal and civil penalties. In VA, it is considered a fraudulent act and subjects such person to criminal and civil penalties. In DC and VA, additional penalties may include imprisonment and/or fines, or denial of insurance benefits.

Vermont: I understand that this variable annuity is not a bank deposit; is not federally insured; is not endorsed by any bank or government agency; is not guaranteed; and may be subject to loss of principal.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

By signing below, the owner acknowledges the statements mentioned above and understands that or agrees to the following:

I received a prospectus and have determined that the variable annuity applied for is not unsuitable for my investment objectives, financial situation, and financial needs. It is a long-term commitment to meet financial needs and goals. **I understand that the contract value and variable annuity payments may increase or decrease depending on the investment results of the variable investment choices, and that no minimum contract value or variable annuity payment is guaranteed.** To the best of my knowledge and belief, all statements and answers in this application are complete and true. It is further agreed that these statements and answers will become a part of any contract to be issued. No representative is authorized to modify this agreement or waive any Allianz rights or requirements.

☐ Please send me a statement of additional information (Also available on the SEC Web site, [<http://www.sec.gov>])

Owner/Trustee/Authorized Signer Signature

Joint Owner/Trustee/Authorized Signer Signature

Signed at (City, State)

Date signed

15. Home Office use only

If Allianz Life Insurance Company of North America makes a change in this space in order to correct any apparent errors or omissions, it will be approved by acceptance of this contract by the owner(s); however, any material change must be accepted in writing by the owner(s). Changes to this application that affect product, benefits, amount of insurance, or age require acceptance by owner(s).

Please call the Allianz Service Center with any questions at [800-624-0197.]

Mailing information

Applications that **HAVE** a check attached

Regular mail

Allianz Service Center
PO Box 824240
Philadelphia, PA 19182-4240

Overnight, certified, or registered

Allianz Service Center 824240
c/o PNC Bank Lockbox
312 W Route 38 and East Gate Drive
Moorestown, NJ 08057-4240

Applications that **DO NOT HAVE** a check attached

Regular mail

Allianz Service Center
PO Box 1122
Southeastern, PA 19398-1122

Overnight, certified, or registered

Allianz Service Center
300 Berwyn Park
Berwyn, PA 19312-1179

<i>SERFF Tracking Number:</i>	<i>ALLC-125687423</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allianz Life Insurance Company of North America</i>	<i>State Tracking Number:</i>	<i>39242</i>
<i>Company Tracking Number:</i>	<i>S40795 ET AL</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Vision/Connections Sept 2008</i>		
<i>Project Name/Number:</i>	<i>Vision/Connections Sept 2008/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ALLC-125687423 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39242
Company Tracking Number: S40795 ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Vision/Connections Sept 2008
Project Name/Number: Vision/Connections Sept 2008/

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 06/09/2008
Comments:
Attachment:
AR Cerification for Regulation 19 10B.pdf

Review Status:

Satisfied -Name: Statement of Variability 06/09/2008
Comments:
Attachments:
Application and Rider SOV 6.4.08.pdf
Connections SOV final.pdf
Inv Options and Drop LP10 SOV.pdf
Vision SOV final.pdf

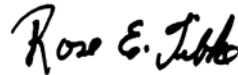
Review Status:

Satisfied -Name: Certificate of Readability 06/09/2008
Comments:
Attachment:
Certificate of Readability.pdf

**CERTIFICATION OF
ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA**

Allianz Life Insurance Company of North America (Allianz) hereby certifies that the filing submission of form meets the provisions of Ark. Regulation 19§10B as well as all applicable requirements of the Arkansas Insurance Department.

__06/09/08__

A handwritten signature in black ink, reading "Rose E. Tibke", positioned above a horizontal line.

Rose E. Tibke
AVP – Director of Product Filing

Statement of Variability
Allianz Life Insurance Company of North America
Application Forms F70031 and F70032
Rider Forms S40795, S40742-02, S40761-01

June 4, 2008

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Blank boxes for the Minimum, Maximum and Current columns do not require further explanation. Please note that if some of these listed items have not been bracketed on the applicable form(s) submitted to you, please disregard the corresponding explanation.

Application Forms F70031 (Vision) and 70032 (Connections)

Page #	Variable	Minimum	Maximum	Current	Rationale
1	Company Name				If the company name changes. An informational filing will be submitted if the information changes.
1	Product Name				Variable to indicate product name intended at the time of rollout (may be waiting on trademark approval).
1	DA Number				Internal number we assign to the owner's contract at issue.
1	Section 2 - Purchase Payment	\$2,000	\$50,000	\$10,000 or \$25,000	Set at the time of issue and will not vary, any change will be made to new contracts going forward.
1	Section 3 - Plan Specifics				Based on those that are available at the time of application. Any added or deleted options will be made on a going forward basis to new contracts.
2	Section 5 - Optional provisions				Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
2	Section 6 - Optional death benefit				Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
2	Section 7 - Optional riders				Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
2 - 7	Page Numbers 2 - 7				Based on the plan/benefits available. Bracketed page numbers allow the application to print with correct pagination and without blank areas.
3	Bracketed Section Numbers 8, 10 – 15				Based on the optional benefits available at the time of application, certain sections are included or omitted in the application. Bracketed section numbers allow the application to print in correct sequence and without blank areas.

3	Section 8 - Lifetime Plus Benefit or Lifetime Plus II Benefit				Variable for the addition or deletion of benefit options (any new options will be filed and approved prior to addition). Any changes will be made to new contracts going forward.
3	Section 9 - Target Date Requirements				This section will populate only if the Target Date Retirement Benefit is available at the time of application. Any changes will be made to new contracts going forward.
4, 5	Section 10 - Number of investment options	5	15	15	Set at the time of application and will not vary, any change will be made to new contracts going forward.
4, 5	Section 10 - Investment Options				Based on those that are available at the time of application, and may change in the future. Any change will be made to new contracts going forward.
6	Section 13 - Registered Representative information				Variable for our Broker Dealers who want to identify more than three commissioned agents and representatives.
6	Section 13 - Commission Options				Variable to allow for the addition or reduction of commission options to choose from.
7	Section 14 – Statement of the Applicant				These disclosures will need to be updated as states adopt or change their fraud language.
7	http://www.sec.gov				The SEC website may change.
7	Service Center phone number				The Service Center phone number will change if the company's information changes.
7	Service Center Address				The name of the Service Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. A change to anything other than Allianz will be submitted to the department prior to implementation. The address and telephone number may change if there is a re-location or to reflect a new service office.

Forms S40795, S40742-02, S40761-01 Lifetime Plus Benefit Riders (LPB, LPBII, LP10)

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Names and Signatures of Company Officers				These names/signatures will change if the officers change. If officer's names change, we will prepare and submit all required filings at the time of any change.

Statement of Variability
Allianz Life Insurance Company of North America
Forms S40770, S40771, S40772, S40773, S40774, S40775
June 4, 2008

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Please note that if some of these listed items have not been bracketed on the contract schedule that was submitted to you, please disregard the corresponding explanation.

Connections
Form S40770 Contract Schedule (Base)

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Owner to Income Date fields				These fields will vary based on the Owner(s)/Annuitant information.
3	Initial Purchase Payment	\$2,000	\$10,000,000	\$10,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Minimum Additional Purchase Payment	\$50	\$1,000	\$250 (\$50 if automatic purchase program selected)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Maximum Total Purchase Payments	\$1,000,000	\$10,000,000	\$1,000,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3 Para 1	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider	1.20%	2.20%	1.45%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
3 Para 3	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.
3 Para 5	Please refer to the optional benefit Contract Schedule for applicable Mortality and Expense Risk Charges.				If the Lifetime Plus II Benefit, Lifetime Plus 10 Benefit, or Target Date Retirement Benefit is selected, this language will appear and the M&E Risk Charge language will be suppressed.

3	Maximum Mortality and Expense Risk Charge for Optional Benefits/Change in Benefits			Optional benefits approved/ Max M&E charge for a change in benefits	This table will display the maximum M&E charges for any combination of benefits or changes in benefits for available riders. The table will be updated as new benefits become available and approved.
3	Contract Maintenance Charge	\$30	\$80	\$50	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Contract Value Minimum to waive Contract Maintenance Charge	\$25,000	\$150,000	\$100,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Number of Free Transfers Permitted	10	15	12	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Transfer Fee	\$0	\$50	\$25	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Withdrawal Charge	0%	Statutory limits	8.5%, 8.5%, 7.5%, 6.5%, 5%, 4%, 3%, 0%	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Free Withdrawal Privilege	5%	15%	10%	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Partial Withdrawal Amount	\$100	\$1,000	\$500	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Contract Value that must Remain after Partial Withdrawal	\$100	\$5,000	\$2,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Annuity Payment	\$10	\$500	\$100	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3B	Riders				Listing of Applicable Riders at the time of issue; varies with each contract issued.
3B	Service Center			Varies	The name of the Service Center Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. The address and telephone number may change if there is a re-location or to reflect a new service office. The Department will be notified prior to any change.

Form S40771 Contract Schedule (No WC)

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Owner to Income Date fields				These fields will vary based on the Owner(s)/Annuitant information.
3	Initial Purchase Payment	\$2,000	\$10,000,000	\$25,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.

3	Minimum Additional Purchase Payment	\$50	\$1,000	\$250 (\$50 if automatic purchase program selected)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Maximum Total Purchase Payments	\$1,000,000	\$10,000,000	\$1,000,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Maximum Mortality and Expense Risk Charge for Optional Benefits/Change in Benefits			Optional benefits approved/ Max M&E charge for a change in benefits	This table will display the maximum M&E charges for any combination of benefits or changes in benefits for available riders. The table will be updated as new benefits become available and approved.
3	Contract Maintenance Charge	\$30	\$80	\$50	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Contract Value Minimum to waive Contract Maintenance Charge	\$25,000	\$150,000	\$100,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Number of Free Transfers Permitted	10	15	12	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Transfer Fee	\$0	\$50	\$25	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Partial Withdrawal Amount	\$100	\$1,000	\$500	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Contract Value that must Remain after Partial Withdrawal	\$100	\$5,000	\$2,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Annuity Payment	\$10	\$500	\$100	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Required Benefit Rider				The No Withdrawal Charge Option may only be selected with either the Lifetime Plus II Benefit Rider or the Lifetime Plus 10 Benefit Rider.
3B	Riders				Listing of Applicable Riders at the time of issue; varies with each contract issued.
3B	Service Center			Varies	The name of the Service Center Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. The address and telephone number may change if there is a re-location or to reflect a new service office. The Department will be notified prior to any change.

Form S40772 Contract Schedule (SWC)

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Owner to Income Date fields				These fields will vary based on the Owner(s)/Annuitant information.
3	Initial Purchase Payment	\$2,000	\$10,000,000	\$10,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Minimum Additional Purchase Payment	\$50	\$1,000	\$250 (\$50 if automatic purchase program selected)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Maximum Total Purchase Payments	\$1,000,000	\$10,000,000	\$1,000,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Purchase Payment Period	No additional purchase payments	Life of the Contract	1 Contract Year	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3 Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider	1.40%	2.50%	1.90%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
3 Para 3	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.
3 Para 5	Please refer to the optional benefit Contract Schedule for applicable Mortality and Expense Risk Charges.				If the Lifetime Plus II Benefit, Lifetime Plus 10 Benefit, or Target Date Retirement Benefit is selected, this language will appear and the M&E Risk Charge language will be suppressed.

3	Maximum Mortality and Expense Risk Charge for Optional Benefits/Change in Benefits			Optional benefits approved/ Max M&E charge for a change in benefits	This table will display the maximum M&E charges for any combination of benefits or changes in benefits for available riders. The table will be updated as new benefits become available and approved.
3	Contract Maintenance Charge	\$30	\$80	\$50	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Contract Value Minimum to waive Contract Maintenance Charge	\$25,000	\$150,000	\$100,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Number of Free Transfers Permitted	10	15	12	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Transfer Fee	\$0	\$50	\$25	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Withdrawal Charge	0%	Statutory limits	8.5%, 7.5%, 5.5%, 3%, 0%	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Free Withdrawal Privilege	5%	15%	10%	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Partial Withdrawal Amount	\$100	\$1,000	\$500	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Contract Value that must Remain after Partial Withdrawal	\$100	\$5,000	\$2,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Annuity Payment	\$10	\$500	\$100	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3B	Riders				Listing of Applicable Riders at the time of issue; varies with each contract issued.
3B	Service Center			Varies	The name of the Service Center Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. The address and telephone number may change if there is a re-location or to reflect a new service office. The Department will be notified prior to any change.

Form S40775 Contract Schedule (LPBII)

	Owner to Contract Number fields				These fields will vary based on the Owner(s)/Annuitant information.
	Minimum Initial Contract Value	\$2,000	\$50,000	\$10,000 (\$25,000 with the no withdrawal charge option)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.

{Base}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.50%	3.30%	1.95%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date			0.10%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.70%	3.80%	2.25%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.

Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.65%	3.45%	2.10%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once the contract is issued
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.

Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	1.85%	3.95%	2.40%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.

{SWC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.70%	3.60%	2.40%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for Base Contract after fourth Contract Anniversary	1.00%	1.70%	1.15%	Once issued it cannot increase

Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.90%	4.10%	2.70%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Base Contract after fourth Contract Anniversary	1.00%	1.70%	1.15%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.

Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.85%	3.75%	2.55%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge for Base Contract after fourth Contract Anniversary	1.00%	1.70%	1.15%	Once issued it cannot increase
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	2.05%	4.25%	2.85%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Base Contract after fourth Contract Anniversary	1.00%	1.70%	1.15%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.

Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.

{No WC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments under Lifetime Plus II Benefit	1.70%	3.60%	2.55%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.

Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments under the Lifetime Plus II Benefit	1.90%	4.10%	2.85%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments under the Lifetime Plus II Benefit	1.85%	3.75%	2.70%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase

Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments under the Lifetime Plus II Benefit	2.05%	4.25%	3.00%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.

	Covered Persons and Rider Effective Date				The Covered Person(s) fields will vary based on the selection by Owner, the Rider Effective Date is the same as the Issue Date.
	Maximum Age for Selecting Lifetime Plus II Benefit	70	90	80	Based on the structure of the benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Earliest Benefit Date	1	28	15	Days required to process request.
	Payment Day Option 1	1	28	1	Day of Month.
	Payment Day Option 2	1	28	15	Day of Month.
	Minimum Lifetime Plus Payment	\$50	\$200	\$100	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Minimum Age To Exercise Lifetime Plus II Benefit Rider	50	90	50	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Maximum Age To Exercise Lifetime Plus II Benefit Rider	70	95	90	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Minimum Payment for Lifetime Plus II Benefit Rider	3%	10%	4%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Maximum Payment for Lifetime Plus II Benefit Rider	3%	10%	7%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

Form S40773 Contract Schedule (LP10)

	Owner to Contract Number fields				These fields will vary based on the Owner(s)/Annuitant information.
	Minimum Initial Contract Value	\$2,000	\$50,000	\$10,000 (\$25,000 with the no withdrawal charge option)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.

{Base}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.50%	3.30%	1.95%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.70%	3.80%	2.25%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.

Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.65%	3.45%	2.10%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge.
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	1.85%	3.95%	2.40%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.

Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge.
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.

{SWC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.70%	3.60%	2.40%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for Base Contract after fourth Contract Anniversary	1.00%	1.70%	1.15%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge

Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.90%	4.10%	2.70%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Base Contract after fourth Contract Anniversary	1.00%	1.70%	1.15%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.85%	3.75%	2.55%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge

Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge for Base Contract after fourth Contract Anniversary	1.00%	1.70%	1.15%	Once issued it cannot increase
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	2.05%	4.25%	2.85%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Base Contract after fourth Contract Anniversary	1.00%	1.70%	1.15%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge

Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.

{No WC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments under Lifetime Plus II Benefit	1.70%	3.60%	2.55%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments under the Lifetime Plus II Benefit	1.90%	4.10%	2.85%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase

Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments under the Lifetime Plus II Benefit	1.85%	3.75%	2.70%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments under the Lifetime Plus II Benefit	2.05%	4.25%	3.00%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge

Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.

	Covered Persons and Rider Effective Date				The Covered Person(s) fields will vary based on the selection by Owner, the Rider Effective Date is the same as the Issue Date.
	Maximum Age for Selecting Lifetime Plus 10 Benefit	70	90	80	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Earliest Benefit Date	1	28	15	Days required to process request.
	Payment Day Option 1	1	28	1	Day of Month.
	Payment Day Option 2	1	28	15	Day of Month.
	Minimum Lifetime Plus Payment	\$50	\$200	\$100	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Minimum Age To Exercise Lifetime Plus 10 Benefit Rider	50	75	65	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Maximum Age To Exercise Lifetime Plus 10 Benefit Rider	70	95	90	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

	Minimum Payment for Lifetime Plus 10 Benefit Rider	3%	10%	5%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Maximum Payment for Lifetime Plus 10 Benefit Rider	3%	10%	6%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

Form S40774 Contract Schedule (TDR)

	Owner to Contract Number fields				These fields will vary based on the Owner(s)/Annuitant information.
	Minimum Initial Contract Value	\$2,000	\$50,000	\$10,000 (\$25,000 with the no withdrawal charge option)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Purchase Payment Period	1	7	3	Number of contract years additional purchase payments will be accepted

{Base}

Para 1	Mortality and Expense Risk Charge for Base Contract plus Target Date Retirement Benefit	1.30%	2.40%	1.55%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
Para 1	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.
Para 1	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and Target Date Retirement Benefit	1.50%	2.90%	1.85%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
Para 2	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.15%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.

Para 3	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.
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{SWC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus Target Date Retirement Benefit	1.50%	2.70%	2.00%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for Base Contract after fourth Contract Anniversary	1.00%	1.70%	1.15%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and Target Date Retirement Benefit	1.70%	3.20%	2.30%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.60%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Base Contract after fourth Contract Anniversary	1.00%	1.70%	1.15%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.

Statement of Variability
Allianz Life Insurance Company of North America
Forms S40788, S40789, S40796, S40747-DP-LP10

June 4, 2008

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Please note that if some of these listed items have not been bracketed on the contract schedule that was submitted to you, please disregard the corresponding explanation.

Form S40788 Contract Schedule (LPB)

Page #	Variable	Minimum	Maximum	Current	Rationale
	Owner to Income Date fields				These fields will vary based on the Owner(s)/Annuitant information
	Allocation Guidelines – number of Investment Options	5	15	15	Based on those that are available at the time and may vary on current and future contracts.
	Investment Options			Varies	Based on those that are available at the time and may vary on current and future contracts.

Form S40789 Contract Schedule (TDR)

Page #	Variable	Minimum	Maximum	Current	Rationale
	Owner to Income Date fields				These fields will vary based on the Owner(s)/Annuitant information
	Allocation Guidelines – number of Investment Options	5	15	15	Based on those that are available at the time and may vary on current and future contracts.
	Investment Options			Varies	Based on those that are available at the time and may vary on current and future contracts.

Form S40796 Contract Schedule (No optional benefit)

Page #	Variable	Minimum	Maximum	Current	Rationale
	Owner to Income Date fields				These fields will vary based on the Owner(s)/Annuitant information
	Allocation Guidelines – number of Investment Options	5	15	15	Based on those that are available at the time and may vary on current and future contracts.
	Investment Options			Varies	Based on those that are available at the time and may vary on current and future contracts.

Form S40747-DP-LP10 Contract Schedule Addendum (Drop LP10)

Page #	Variable	Minimum	Maximum	Current	Rationale
	Owner to Contract Number fields				These fields will vary based on the Owner(s)/Annuitant.
	Rider Termination Date				Will populate the effective date that the Lifetime Plus 10 Benefit is dropped.
	Service Center			Varies	The name of the Service Center Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. The address and telephone number may change if there is a re-location or to reflect a new service office. The Department will be notified prior to any change.

Statement of Variability
Allianz Life Insurance Company of North America
Forms S40776, S40777, S40778, S40779, S40780, S40781, S40782, S40783

June 4, 2008

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Please note that if some of these listed items have not been bracketed on the contract schedule that was submitted to you, please disregard the corresponding explanation.

Vision

Form S40776 Contract Schedule (Base)

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Owner to Income Date fields				These fields will vary based on the Owner(s)/Annuitant information.
3	Initial Purchase Payment	\$2,000	\$10,000,000	\$10,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Minimum Additional Purchase Payment	\$50	\$1,000	\$250 (\$50 if automatic purchase program selected)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Maximum Total Purchase Payments	\$1,000,000	\$10,000,000	\$1,000,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3 Para 1	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider	1.20%	2.20%	1.70%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
3 Para 3	Mortality and Expense Risk Charge during the Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase.

3 Para 5	Please refer to the optional benefit Contract Schedule for applicable Mortality and Expense Risk Charges.				If the Lifetime Plus Benefit, Lifetime Plus II Benefit, Lifetime Plus 10 Benefit, or Target Date Retirement Benefit is selected, this language will appear and the M&E Risk Charge language will be suppressed.
3	Maximum Mortality and Expense Risk Charge for Optional Benefits/Change in Benefits			Optional benefits approved/ Max M&E charge for a change in benefits	This table will display the maximum M&E charges for any combination of benefits or changes in benefits for available riders. The table will be updated as new benefits become available and approved.
3	Contract Maintenance Charge	\$30	\$80	\$50	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Contract Value Minimum to waive Contract Maintenance Charge	\$25,000	\$150,000	\$100,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Number of Free Transfers Permitted	10	15	12	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Transfer Fee	\$0	\$50	\$25	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Withdrawal Charge	0%	Statutory limits	8.5%, 8.5%, 7.5%, 6.5%, 5%, 4%, 3%, 0%	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Free Withdrawal Privilege	5%	15%	12%	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Partial Withdrawal Amount	\$100	\$1,000	\$500	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Contract Value that must Remain after Partial Withdrawal	\$100	\$5,000	\$2,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Annuity Payment	\$10	\$500	\$100	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3B	Riders				Listing of Applicable Riders at the time of issue; varies with each contract issued.

3B	Service Center			Varies	The name of the Service Center Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. The address and telephone number may change if there is a re-location or to reflect a new service office. The Department will be notified prior to any change.
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Form S40777 Contract Schedule (Bonus)

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Owner to Income Date fields				These fields will vary based on the Owner(s)/Annuitant information.
3	Initial Purchase Payment	\$2,000	\$10,000,000	\$10,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Minimum Additional Purchase Payment	\$50	\$1,000	\$250 (\$50 if automatic purchase program selected)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Maximum Total Purchase Payments	\$1,000,000	\$10,000,000	\$1,000,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Bonus Rate	3%	8%	6%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Bonus Vesting Schedule Year 0 Vesting Percentage	0%	100%	0%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Bonus Vesting Schedule Year 1 Vesting Percentage	0%	100%	35%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Bonus Vesting Schedule Year 2 Vesting Percentage	0%	100%	70%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Bonus Vesting Schedule Year 3 Vesting Percentage	0%	100%	100%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3 Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider	1.40%	2.60%	2.00%	Once issued it cannot increase.

3 Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
3 Para 3	Mortality and Expense Risk Charge during the Annuity Phase	1.20%	2.10%	1.70%	Once issued it cannot increase.
3 Para 5	Please refer to the optional benefit Contract Schedule for applicable Mortality and Expense Risk Charges.				If the Lifetime Plus Benefit, Lifetime Plus II Benefit, Lifetime Plus 10 Benefit, or Target Date Retirement Benefit is selected, this language will appear and the M&E Risk Charge language will be suppressed.
3	Maximum Mortality and Expense Risk Charge for Optional Benefits/Change in Benefits			Optional benefits approved/ Max M&E charge for a change in benefits	This table will display the maximum M&E charges for any combination of benefits or changes in benefits for available riders. The table will be updated as new benefits become available and approved.
3	Contract Maintenance Charge	\$30	\$80	\$50	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Contract Value Minimum to waive Contract Maintenance Charge	\$25,000	\$150,000	\$100,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Number of Free Transfers Permitted	10	15	12	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Transfer Fee	\$0	\$50	\$25	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3B	Withdrawal Charge	0%	Statutory limits	8.5%, 8.5%, 8.5%, 8%, 7%, 6%, 5%, 4%, 3%, 0%	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3B	Free Withdrawal Privilege	5%	15%	12%	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3B	Minimum Partial Withdrawal Amount	\$100	\$1,000	\$500	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3B	Minimum Contract Value that must Remain after Partial Withdrawal	\$100	\$5,000	\$2,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.

3B	Minimum Annuity Payment	\$10	\$500	\$100	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3B	Riders				Listing of Applicable Riders at the time of issue; varies with each contract issued.
3B	Service Center			Varies	The name of the Service Center Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. The address and telephone number may change if there is a re-location or to reflect a new service office. The Department will be notified prior to any change.

Form S40778 Contract Schedule (No WC)

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Owner to Income Date fields				These fields will vary based on the Owner(s)/Annuitant information.
3	Initial Purchase Payment	\$2,000	\$10,000,000	\$25,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Minimum Additional Purchase Payment	\$50	\$1,000	\$250 (\$50 if automatic purchase program selected)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Maximum Total Purchase Payments	\$1,000,000	\$10,000,000	\$1,000,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Maximum Mortality and Expense Risk Charge for Optional Benefits/Change in Benefits			Optional benefits approved/ Max M&E charge for a change in benefits	This table will display the maximum M&E charges for any combination of benefits or changes in benefits for available riders. The table will be updated as new benefits become available and approved.
3	Contract Maintenance Charge	\$30	\$80	\$50	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Contract Value Minimum to waive Contract Maintenance Charge	\$25,000	\$150,000	\$100,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Number of Free Transfers Permitted	10	15	12	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Transfer Fee	\$0	\$50	\$25	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

3A	Minimum Partial Withdrawal Amount	\$100	\$1,000	\$500	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Contract Value that must Remain after Partial Withdrawal	\$100	\$5,000	\$2,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Annuity Payment	\$10	\$500	\$100	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Required Benefit Rider				The No Withdrawal Charge Option may only be selected with the Lifetime Plus Benefit Rider, Lifetime Plus II Benefit Rider, Lifetime Plus 10 Benefit Rider, or the Target Date Retirement Benefit Rider.
3A	Riders				Listing of Applicable Riders at the time of issue; varies with each contract issued.
3A	Service Center			Varies	The name of the Service Center Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. The address and telephone number may change if there is a re-location or to reflect a new service office. The Department will be notified prior to any change.

Form S40779 Contract Schedule (SWC)

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Owner to Income Date fields				These fields will vary based on the Owner(s)/Annuitant information.
3	Initial Purchase Payment	\$2,000	\$10,000,000	\$10,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Minimum Additional Purchase Payment	\$50	\$1,000	\$250 (\$50 if automatic purchase program selected)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Maximum Total Purchase Payments	\$1,000,000	\$10,000,000	\$1,000,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3 Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider	1.40%	2.50%	1.95%	Once issued it cannot increase.

3 Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase.
3 Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
3 Para 3	Mortality and Expense Risk Charge during the Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase.
3 Para 5	Please refer to the optional benefit Contract Schedule for applicable Mortality and Expense Risk Charges.				If the Lifetime Plus Benefit, Lifetime Plus II Benefit, Lifetime Plus 10 Benefit, or Target Date Retirement Benefit is selected, this language will appear and the M&E Risk Charge language will be suppressed.
3	Maximum Mortality and Expense Risk Charge for Optional Benefits/Change in Benefits			Optional benefits approved/ Max M&E charge for a change in benefits	This table will display the maximum M&E charges for any combination of benefits or changes in benefits for available riders. The table will be updated as new benefits become available and approved.
3	Contract Maintenance Charge	\$30	\$80	\$50	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Contract Value Minimum to waive Contract Maintenance Charge	\$25,000	\$150,000	\$100,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Number of Free Transfers Permitted	10	15	12	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Transfer Fee	\$0	\$50	\$25	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Withdrawal Charge	0%	Statutory limits	8.5%, 7.5%, 5.5%, 3%, 0%	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Free Withdrawal Privilege	5%	15%	12%	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Partial Withdrawal Amount	\$100	\$1,000	\$500	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Contract Value that must Remain after Partial Withdrawal	\$100	\$5,000	\$2,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.

3A	Minimum Annuity Payment	\$10	\$500	\$100	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3B	Riders				Listing of Applicable Riders at the time of issue; varies with each contract issued.
3B	Service Center			Varies	The name of the Service Center Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. The address and telephone number may change if there is a re-location or to reflect a new service office. The Department will be notified prior to any change.

Form S40780 Contract Schedule (LPB)

	Owner to Contract Number fields				These fields will vary based on the Owner(s)/Annuitant information.
	Minimum Initial Contract Value	\$2,000	\$50,000	\$10,000 (\$25,000 with the no withdrawal charge option)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.

{Base}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.50%	3.20%	2.10%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.50%	0.70%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge

Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.70%	3.70%	2.40%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.50%	0.70%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.65%	3.35%	2.25%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.65%	0.85%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge

Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	1.85%	3.85%	2.55%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.65%	0.85%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase

{Bonus}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.70%	3.60%	2.40%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.50%	0.70%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge

Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.90%	4.10%	2.70%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.50%	0.70%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.85%	3.75%	2.55%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.65%	0.85%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge

Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	2.05%	4.25%	2.85%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.65%	0.85%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.20%	2.10%	1.70%	Once issued it cannot increase

{SWC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.70%	3.50%	2.35%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.50%	0.70%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge

Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.90%	4.00%	2.65%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.50%	0.70%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.85%	3.65%	2.50%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.65%	0.85%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge

Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	2.05%	4.15%	2.80%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.65%	0.85%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase

{No WC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.70%	3.50%	2.45%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.50%	0.70%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge

Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.90%	4.00%	2.75%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.50%	0.70%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.85%	3.65%	2.60%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.65%	0.85%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge

Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	2.05%	4.15%	2.90%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.65%	0.85%	Once the contract is issued, the M&E Charge for the Lifetime Plus Benefit may increase if there is a manual reset of the 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus Benefit Rider charge
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase

	Covered Persons and Rider Effective Date				The Covered Person(s) fields will vary based on the selection by Owner, the Rider Effective Date is the same as the Issue Date.
	Maximum Age to Add Lifetime Plus Benefit	70	85	80	Risk Control Measure
	Earliest Benefit Date	1	28	15	Days required to process request
	Payment Day Option 1	1	28	1	Day of Month
	Payment Day Option 2	1	28	15	Day of Month
	Minimum Lifetime Payment	\$50	\$200	\$100	Risk Control Measure
	Minimum Age To Exercise Lifetime Plus Benefit Rider	40	65	50	Risk Control Measure
	Maximum Age To Exercise Lifetime Plus Benefit Rider	70	95	90	Risk Control Measure
	Minimum Payment for Lifetime Plus Benefit Rider	3%	10%	4%	Risk Control Measure
	Maximum Payment for Lifetime Plus Benefit Rider	3%	10%	7%	Risk Control Measure

Form S40781 Contract Schedule (LPBII)

	Owner to Contract Number fields				These fields will vary based on the Owner(s)/Annuitant information.
	Minimum Initial Contract Value	\$2,000	\$50,000	\$10,000 (\$25,000 with the no withdrawal charge option)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.

{Base}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.50%	3.30%	2.20%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.30%	0.10%	Once issued it cannot decrease.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.70%	3.80%	2.50%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.

Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.65%	3.45%	2.35%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.

Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	1.85%	3.95%	2.65%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase

{Bonus}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.70%	3.70%	2.50%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge

Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.90%	4.20%	2.80%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.85%	3.85%	2.65%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase.

Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot change.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	2.05%	4.35%	2.95%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	2.10%	1.70%	Once issued it cannot increase.

{SWC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.70%	3.60%	2.45%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.90%	4.10%	2.75%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.

Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.85%	3.75%	2.60%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	2.05%	4.25%	2.90%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge

Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot change.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase.

{No WC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments under Lifetime Plus II Benefit	1.70%	3.60%	2.55%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.

Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments under the Lifetime Plus II Benefit	1.90%	4.10%	2.85%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge.
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments under the Lifetime Plus II Benefit	1.85%	3.75%	2.70%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase

Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments under the Lifetime Plus II Benefit	2.05%	4.25%	3.00%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus II Benefit may increase if there is a reset of the Enhanced 5% Annual Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus II Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus II Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase
	Covered Persons and Rider Effective Date				The Covered Person(s) fields will vary based on the selection by Owner, the Rider Effective Date is the same as the Issue Date.

	Maximum Age for Selecting Lifetime Plus II Benefit	70	90	80	Based on the structure of the benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Earliest Benefit Date	1	28	15	Days required to process request.
	Payment Day Option 1	1	28	1	Day of Month.
	Payment Day Option 2	1	28	15	Day of Month.
	Minimum Lifetime Plus Payment	\$50	\$200	\$100	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Minimum Age To Exercise Lifetime Plus II Benefit Rider	50	90	50	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Maximum Age To Exercise Lifetime Plus II Benefit Rider	70	95	90	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Minimum Payment for Lifetime Plus II Benefit Rider	3%	10%	4%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Maximum Payment for Lifetime Plus II Benefit Rider	3%	10%	7%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

Form S40782 Contract Schedule (LP10)

	Owner to Contract Number fields				These fields will vary based on the Owner(s)/Annuitant information.
	Minimum Initial Contract Value	\$2,000	\$50,000	\$10,000 (\$25,000 with the no withdrawal charge option)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.

{Base}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.50%	3.30%	2.20%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.70%	3.80%	2.50%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge

Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.65%	3.45%	2.35%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	1.85%	3.95%	2.65%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.

Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase

{Bonus}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.70%	3.70%	2.50%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.

Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.90%	4.20%	2.80%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.85%	3.85%	2.65%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase.

Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge.
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	2.05%	4.35%	2.95%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge.
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	2.10%	1.70%	Once issued it cannot increase.

{SWC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments	1.70%	3.60%	2.45%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments	1.90%	4.10%	2.75%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.

Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments	1.85%	3.75%	2.60%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments	2.05%	4.25%	2.90%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge

Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase.

{No WC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus single Lifetime Plus Payments under Lifetime Plus 10 Benefit	1.70%	3.60%	2.55%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 1	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.

Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and single Lifetime Plus Payments under the Lifetime Plus 10 Benefit	1.90%	4.10%	2.85%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 2	Mortality and Expense Risk Charge for single Lifetime Plus Payments	0.50%	1.60%	0.80%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 2	Mortality and Expense Risk Charge decreases by x% for single Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 3	Mortality and Expense Risk Charge for Base Contract plus joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit	1.85%	3.75%	2.70%	Once the contract is issued, the portion of the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 3	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase
Para 3	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge

Para 3	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 4	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and joint Lifetime Plus Payments under the Lifetime Plus 10 Benefit	2.05%	4.25%	3.00%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 4	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 4	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase
Para 4	Mortality and Expense Risk Charge for joint Lifetime Plus Payments	0.65%	1.75%	0.95%	Once the contract is issued, the M&E Charge for the Lifetime Plus 10 Benefit may increase if there is a reset of the Annual 10% Increase Amount or an automatic annual increase to the Lifetime Plus Payment and the Lifetime Plus 10 Benefit Rider charge is changed for new issues, subject to maximum additional Lifetime Plus 10 Benefit Rider charge
Para 4	Mortality and Expense Risk Charge decreases by x% for joint Lifetime Plus Payments on and after the Benefit Date	0%	0.50%	0.10%	Once issued it cannot decrease.
Para 5	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase

	Covered Persons and Rider Effective Date				These fields will vary based on the selection by Owner.
	Maximum Age for Selecting Lifetime Plus 10 Benefit Rider	70	90	80	Based on the structure of the benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Earliest Benefit Date	1	28	15	Days required to process request.
	Payment Day Option 1	1	28	1	Day of Month.
	Payment Day Option 2	1	28	15	Day of Month.
	Minimum Lifetime Plus Payment	\$50	\$200	\$100	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

	Minimum Age To Exercise Lifetime Plus 10 Benefit Rider	50	75	65	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Maximum Age To Exercise Lifetime Plus 10 Benefit Rider	70	95	90	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Minimum Payment for Lifetime Plus 10 Benefit Rider	3%	10%	5%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Maximum Payment for Lifetime Plus 10 Benefit Rider	3%	10%	6%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

Form S40783 Contract Schedule (TDR)

	Owner to Contract Number fields				These fields will vary based on the Owner(s)/Annuitant information.
	Minimum Initial Contract Value	\$2,000	\$50,000	\$10,000 (\$25,000 with the no withdrawal charge option)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Purchase Payment Period	1	7	3	Number of contract years additional purchase payments will be accepted

{Base}

Para 1	Mortality and Expense Risk Charge for Base Contract plus Target Date Retirement Benefit	1.30%	2.40%	1.80%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
Para 1	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.
Para 1	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and Target Date Retirement Benefit	1.50%	2.90%	2.10%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.

Para 2	Mortality and Expense Risk Charge for Base Contract	1.00%	1.70%	1.40%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase.

{Bonus}

Para 1	Mortality and Expense Risk Charge for Base Contract plus Target Date Retirement Benefit	1.50%	2.80%	2.10%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase.
Para 1	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and Target Date Retirement Benefit	1.70%	3.30%	2.40%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.10%	1.70%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge during Annuity Phase	1.00%	2.10%	1.70%	Once issued it cannot increase.

{SWC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus Target Date Retirement Benefit	1.50%	2.70%	2.05%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
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Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase
Para 1	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and Target Date Retirement Benefit	1.70%	3.20%	2.35%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.65%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase.

{No WC}

Para 1	Mortality and Expense Risk Charge for Base Contract plus Target Date Retirement Benefit	1.50%	2.70%	2.15%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
Para 1	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 1	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Base Contract plus Quarterly Value Death Benefit Rider and Target Date Retirement Benefit	1.70%	3.20%	2.45%	Once the contract is issued, it may increase if Target Date Retirement Benefit charge is changed for new issues, subject to maximum additional Target Date Retirement Benefit charge.
Para 2	Mortality and Expense Risk Charge for Base Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
Para 2	Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.

Para 2	Mortality and Expense Risk Charge for Target Date Retirement Benefit	0.30%	0.70%	0.40%	Once issued it cannot increase.
Para 3	Mortality and Expense Risk Charge during Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase.

	Rider Effective Date, Initial Target Value Date and				These fields will vary based on the selection by Owner
	Minimum Number of Contract Years to the Initial Target Value Date	7	20	7	These fields will vary based on the selection by Owner.
	Maximum Age to Add Target Date Retirement Benefit	60	80	80	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

CERTIFICATE OF READABILITY

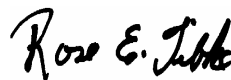
Contract Form	Flesch Score
S40795	52.9
S40742-02	50.4
S40761-01	51.3
S40770	50 when read with contract
S40771	50 when read with contract
S40772	50 when read with contract
S40773	50 when read with contract
S40774	50 when read with contract
S40775	50 when read with contract
S40776	50 when read with contract
S40777	50 when read with contract
S40778	50 when read with contract
S40779	50 when read with contract
S40780	50 when read with contract
S40781	50 when read with contract
S40782	50 when read with contract
S40783	50 when read with contract
S40796	50 when read with contract
S40788	50 when read with contract
S40789	50 when read with contract
S40747-DP-LP10	50 when read with contract
F70031	50 when read with contract
F70032	50 when read with contract

It is hereby certified that each policy form listed above meets the minimum reading ease score required in your state.

The Flesch score was calculated using the text of the entire form. ("Text" is as defined by state regulations).

Each form is readable and complies with all applicable state rules and regulations as to size of print, format and arrangement.

Date: 6/04/2008



Rose E. Tibke
AVP –Director of Product Filing